

TOWN OF WEAVERVILLE

AGENDA

**Town Hall Council Chambers
30 South Main Street
Weaverville, NC 28787**

**November 18, 2019
Regular Meeting at 7:00 pm**

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Root
2. Organization & Oaths for Newly Elected Council Members		Mayor Root
A. Oaths of Office		
B. Selection of Vice-Mayor		
3. Approval/Adjustments to the Agenda		Mayor Root
4. Approval of Minutes		Mayor Root
A. October 21, 2019 Town Council Regular Meeting Minutes	1	
5. Special Recognition: Roney Hilliard		Mayor Root
6. General Public Comments		Mayor Root
7. Consent Agenda		Town Manager
A. Tax Collector’s Monthly Report	7	
B. Tax Releases & Refunds	9	
C. Board Appointment: ABC Board	15	
D. Budget Amendment: Cops 4 Kids and Pink Patch Project	16	
8. Town Manager’s Report	18	Town Manager
9. Discussion & Action Items		
A. FY 2018-2019 Audit *	26	Travis Kever
B. FY 2018-2019 ABC Audit *	27	Rob Chason
C. Approval of U.S. Cellular Tower Lease *	57	Town Attorney
D. Approval of Final Plat for Major Subdivision at 108 Church Street *	76	Planning Director
E. 2020 Town Council Meeting Schedule *	81	Mayor Root
F. Quarterly Report: Fire Department	83	Fire Chief
G. Quarterly Report: Police Department	86	Police Chief
10. Adjournment		Mayor Root

* Public comment will be permitted at the time of the discussion of the agenda items marked with an asterisk (*). The content and timing rules applicable to public comment at the opening of the Council Meeting shall also apply to comments on agenda items. Such public comment shall be permitted only after each of Town Council has been provided the opportunity to discuss the respective agenda item.



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Meeting
Monday, October 21, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, October 21, 2019, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilmember Doug Jackson, and Councilmembers Dottie Sherrill, Jeffrey McKenna, Andrew Nagle and Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Finance Officer Tonya Dozier, Town Clerk Derek Huninghake, Town Planner James Eller, Fire Chief Ted Williams, Police Chief Ron Davis, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

Mayor Al Root called the meeting to order at 7:00 p.m.

2. PUBLIC HEARING: Rezoning of Unaddressed Merrimon Ave. from I-1 to R-12

Mayor Root opened the Public Hearing.

Town Planner James Eller stated that before Town Council this evening was a proposed rezoning of unaddressed property on Merrimon Avenue from I-1 to R-12. The public hearing on this rezoning has been duly advertised. The rezoning proposal was before the Planning and Zoning Board on September 3 and the Board, in a 4-1 majority vote, found R-12 zoning to be consistent with the Town's adopted Comprehensive Land Use Plan and sent a favorable recommendation on the proposed rezoning to Town Council.

Public Comment:

Thomas Jones from WGLA Engineering PLLC noted that this property has been vacant for several years and would be better off if it was rezoned as R-12. It an odd shape of land with big elevation changes, which doesn't really allow for large industrial projects which is the typical use in I-1 zoning. He also indicated that this property is shown as residential on the future land use map and is consistent with the surrounding property uses. He believes that R-12 zoning is a more appropriate zoning on the property than I-1.

William Ratford, who represented the proposed buyer, noted that with this being a straight zoning they cannot present any details of their project or offer conditions. He did note that there have been discussions on a future Reems Creek Greenway and they have met with the Town about a future easement.

Dale White, 80 Church St., mentioned that she was the seller of the property and when she first bought the property it was zoned universal use and was changed to industrial zoning a few years ago. She believes that multi-family residential use is a justified use for the property because with all the topography involved it really couldn't be used for commercial or industrial purposes. If it was residential, it would include a wonderful green space and have the creek running along it. This property has been for sale for a long time and she hasn't received much interest in it at all, which further indicates that I-1 zoning is unreasonably limiting development on the property.

Tom Plaut, 16 Riddle Ridge Drive, congratulated Town Planner Eller and staff on a very thorough report. He noted that with theoretically 135 units housing approximately 286 people, it appears there could be about 500 cars added to the traffic pattern. He believes the traffic needs to be considered since Merrimon Avenue is already crowded and that a traffic analysis should be completed.

Rhonda McKenna, 30 Yost St., wondered whether R-12 was the only zoning possible for this property or if there was anything less than that. She also wondered whether, with these buildings being built, are they required to plant a certain number of trees or do any type of landscaping, so that in 10 years it doesn't just look like a bunch of apartments.

Cindy Waseleski, 25 Brown St., noted that along the Reems Creek opposite of the water wheel, she has noticed that a lot of construction debris has been dropped into the water from the houses being constructed above it. The construction builders haven't made an effort to clean it up and she wanted to make it aware to Town Council.

Councilmember Sherrill made the motion to close the Public Hearing; Councilmember McKenna seconded and all voted in favor of closing the Public Hearing.

3. PUBLIC HEARING: Annexation & Initial Zoning of R-12 for Unaddressed Monticello Road

Mayor Root opened the Public Hearing.

Town Planner James Eller stated that before Town Council for their consideration is a voluntary annexation petition and application for initial zoning of R-12 for an unaddressed parcel on Monticello Road. It is his belief and understanding that the property owner intends to combine this parcel with the much larger parcel that achieved R-12 zoning and annexation a few months back. This public hearing has been duly advertised. The proposed R-12 zoning was before the Planning and Zoning Board on September 3 and the Board found R-12 zoning to be consistent with the Town's adopted Comprehensive Land Use Plan and voted unanimously to send a favorable recommendation on the proposed initial zoning to Town Council.

Public Comment – No additional comments

Councilmember Sherrill made the motion to close the Public Hearing; Councilmember McKenna seconded and all voted in favor of closing the Public Hearing.

4. Approval/Adjustments to the Agenda

Mayor Root asked to remove Item E - Approval of U.S. Cellular Tower Lease from the Consent Agenda until they can receive more details about the lease.

Councilmember Sherrill made a motion to approve the agenda with the aforementioned revisions. Councilmember McKenna seconded and all voted in favor of the motion.

5. Approval of Minutes

Councilmember Sherrill made the motion to approve the minutes from September 10, 2019 Town Council Regular Workshop, September 16, 2019 Town Council Regular Meeting, and September 25, 2019 Town Council Special- Called Meeting. Councilmember Nagle seconded the motion and all voted in favor on the approval of the minutes.

6. General Public Comment

Public comments were received as follows:

Nancy Fitzpatrick, 20 Central Avenue, commented that as a Weaverville resident and owner of a dog, she would like to see a dog park come to Weaverville where her dog can run around free and get exercise. She has formed a Dog Park committee with James Ferry, Robin Summers and Jerry Summers.

James Ferry mentioned that he is a member of the Dog park committee that was formed over a month ago. The committee is very passionate and driven, but wants to do what's best for Weaverville. The committee is now an established non-profit organization, they have received (or anticipate) a \$50,000 donation for the dog park, and have

demonstrated public interest with a petition showing 522 names on it with 80% being Town residents. They would like to see Town Council establish a committee to further investigate whether a dog park would be good for the community, and hopes that a few members of their committee could participate in that study.

Robin Summers, 26 Penny Lane, presented the benefits for having a dog park in the Weaverville community. These benefits include an increase in property value, dog parks are one of the fastest growing amenities, an increase in revenue from people walking their dogs here and then spending money in Town. She thanked the Weaverville businesses for allowing them to place their petitions in their business since 95% of names came from that. They would like to start the dog park for the good of the Town, good of the people and good of the dogs. They are asking Mayor and Town Council to work with their committee on the feasibility of establishing a dog park.

Jerry Summers, 26 Penny Lane, is the administrator for Weaverville Fur Babies on Facebook, and indicated that the \$50,000 donation to their cause is expected to come from a terminally ill lady and she has expressed a willingness to provide a letter of that intent to the Town.

Louis Accornero, 50 Highland Pointe Drive, mentioned that he looks at the dog park from the business side of it and believes that a dog park could be a business venture all on its own. They could purchase land and have social activities for the animals, but act as a private enterprise.

Doug Theroux, 73 Hillcrest Drive, noted that a dog park would be a great idea, but he doesn't think it would be smart to have it on Town property. He agrees with Mr. Accornero that it would be smart to keep it as a private enterprise.

Cindy Waseleski, 25 Brown St., mentioned she is a dog trainer and her business is Good Dog, Better Dog. She has been training at the water wheel by Lake Louise and recently has had issues with compliance with the leash law provisions of Town Code and this has personally hurt her business. She mentioned that the first people that approach her dogs are kids and that they love the animals. She mentioned that dogs enrich our lives and this community could be the first to have a family dog park with children and dogs all playing together.

Mayor Root asked that Town Manager Selena Coffey go ahead and address this issue since a portion of her Town Manager's Report was on this topic. She noted that staff met with several individuals from the dog park committee on Monday, October 14 where she gave her thoughts regarding potential liabilities and costs to the Town for a dog park. The two proposed sites were the lower two acres of the Main Street Nature Park and a portion of land at the water wheel at Lake Louise Park. She shared with them that she didn't feel that she could recommend either of these sites for several reasons, including potential liability to the Town, active use on both proposed sites, and the physical limitations of the sites. They did discuss the Eller Cove Watershed Conservation acreage as a potential site for folks to walk their dogs, and encouraged them to reach out to the County for assistance. She did reach out to County Commissioner Amanda Edwards to open the door for these folks to discuss this topic with her.

Mayor Root commented that he appreciates the enthusiasm the committee has expressed to address this issue, but as the Town Manager points out there are difficulties in these solutions. Unless Town Council objects, he believes between the Town Manager and himself, they can explore the idea of a committee and see what else can be done and see what the County can do to step up on this. He doesn't think the Town is in a position to establish a dog park itself, but he doesn't want to turn his back on these enthusiastic individuals trying to improve Weaverville.

Councilmember McKenna mentioned that he thinks there is a need and appreciates all the energy and organization, but doesn't believe there is any way to do anything on Town property. He believes they can be a great match maker with the County or a private organization to try and get this accomplished. Right now, you can take dogs anywhere on leash, we just need to find a way to broaden the scope a little bit.

Councilmember Nagle noted that from visiting the Weaverville Fur Babies social media page, he doesn't understand how they can say Town Council has done nothing to accommodate a dog park, when this is the first time it was

brought up before them. He mentioned that Town Council, through the hard work of the Town Manager and Public Works Director Dale Pennell has changed the rules around Town to allow better dog access at Lake Louise. He owns dogs and believes they are great and we need to keep in mind that taxpayer's money should benefit the community at large.

7. Consent Agenda

Councilmember Nagle moved for the approval of the Consent Agenda. Vice Mayor/Councilmember Jackson seconded the motion and all voted unanimously to approve all action requested in the Consent Agenda.

A. Tax Collector's Monthly Report – Informational Only

B. Tax Release– *Approved the tax release of the business personal property of O'Reilly Automotive Inc. at 7 North Buncombe School Road valued at \$25,410, so that \$96.56 can be released from the 2019 levy.*

C. Road Closure Ordinance: Christmas Parade – *Approved Road Closure Ordinance for 2019 Weaverville Christmas Parade that is scheduled for December 7, 2019 from 1:00 pm – 3:30 pm.*

D. Approval of Amendment to Planning & Zoning Board Rules of Procedure: Voting – *Approved the Amendment to Rule 13 of the Rules of Procedure for the Planning and Zoning Board that was adopted by said Board on October 1, 2019.*

E. Budget Amendment: Re-appropriations from FY 2019 – *Approved Budget Amendment*

8. Town Manager's Report

Town Manager Coffey presented her Manager's report to Council including that 1) Our architects have finalized the bid documents and the Community Center project remains scheduled to go to bid on Tuesday, November 5; 2) the Town of Weaverville is planning to host a dinner for our volunteer board and committee members with potential dates of November 7, 14, or 19. She asked Town Council for preferred or unavailable dates; 3) the Town of Weaverville will host its Veterans Day program at the Town Hall in the Community Room on Monday, November 11 at 11:00 am; 4) she gave a reminder that staff and some of Town Council will be attending a training session in Asheville on Thursday, October 24 from 12 pm – 4:30 pm; 5) and lastly, the Buncombe County Tourism Development Authority will be holding a forum on October 23 from 6 pm – 7:30 pm at AB Tech's Ferguson Auditorium, where she will be attending and invites anyone to attend.

9. Discussion and Action Items

A. Rezoning of Unaddressed Merrimon Avenue from I-1 to R-12

Town Planner James Eller addressed some of the Public Comments from the Public Hearing by noting that the landscape requirements required of all new developments will be fully applicable to this project in the event that the zoning is achieved and that the Code will require two parking spaces per dwelling unit instead of 500 vehicles that was suggested. Town Planner Eller also commented that there is a clause in the Comprehensive Land Use Plan that suggests when we are considering land use decisions, the Town provides assurances that Town services like police, fire, public works will be able to be provided to this property and that staff from each department head has confirmed that such services will be available for this site if the zoning is changed to R-12.

Councilmember McKenna mentioned that R-12 is a vitally important component to the Comprehensive Land Use Plan, but wondered if there is a target for what would be balanced for R-12 or not. Town Planner Eller mentioned that in 2016, we were at 80% single family, 19% multi-family and the remaining 1% was mobile homes. With the projects and developments that have been approved since then, should each of these projects be built out, the ratio would change to 69% single family and 31% multifamily.

Vice Mayor Jackson wondered whether Mr. Ratford was making a statement about whether they would or wouldn't allow for the greenway. Mayor Root noted that the Town cannot condition rezoning on particular promises and all this is about intent and not a condition of zoning. William Ratford commented that this is a straight zoning so no conditions could be added, but they knew the Town really wanted a greenway down Reems Creek and didn't know where it was going to be added. He mentioned that they would amendable to offering up an easement or a land lease

between the attorneys' to make sure it is written up correctly to allow the option. He noted that if the Town planned it, they can give different options to work with the Town to make it work, since it would be a benefit for everyone.

Councilmember Nagle noted that he is concerned about the unusable acres that are in the floodplain and doesn't think it should be included in the density calculation. Town Attorney Jackson noted that at this time the ordinance does not address how the density is to be calculated so it is interpreted most favorable to the property owner, but indicated that a policy change could be made to define how density is calculated and what is and is not included in the calculation. Councilmember Nagle also asked if they could allow multi-family residential but at a lower density. Attorney Jackson indicated that right now R-12 is the only zoning district that allows for multifamily, but Town Council could change the ordinance to allow multi-family at a lower density, such as an R-8. That would require a text amendment.

Councilmember Fitzsimmons made a motion to approve an Ordinance Amending the Town's Zoning Map - Rezoning Unaddressed Parcel on Merrimon Avenue Bearing Parcel Identification Number 9742-03-2555 from I-1 to R-12. Vice Mayor Jackson seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

B. Annexation and Initial Zoning of R-12 for Unaddressed Monticello Road

Town Planner James Eller mentioned that he didn't have anything else to add from the Public Hearing that was held early and asked if Council had any questions for him.

Councilmember Nagle made a motion to accept the Ordinance Extending the Corporate Limits of the Town of Weaverville, North Carolina – Crest Residential, LLC -+/-0.3 Acres Near 135 Monticello Road Annexation# 2019-2. Vice Mayor Jackson seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

C. Waterline Extension Project

Town Attorney Jennifer Jackson mentioned that before Town Council tonight are two resolutions related to the waterline extension project. The first is a resolution supporting an application to the Local Government Commission for its approval of Town water revenue bonds and notes in an estimated amount of not more than \$2,800,000. The second is a formal resolution approving the Final Plans and Specifications and authorizing the solicitation of construction bids on the Waterline Extension Project. Staff is seeking a formal resolution that approves the Final Plans and specifications and authorizes the project to be put out for bid.

Vice Mayor Jackson made the motion to adopt the Resolution Supporting an Application to the Local Government Commission for its Approval of Town Water Revenue Bonds and Notes in an Estimated Amount of Up to \$2.8 million and the Resolution Approving the Final Plans and Specifications and Authorizing the Solicitation of Construction Bids on the Waterline Extension Project. Councilmember Sherrill seconded the motion and all voted in the affirmative. Motion passed 5-0.

D. Quarterly Report: Finance

Finance Officer Tonya Dozier gave Town Council a brief update on the 2019 audit and mentioned that it is in its final review. It is planned to be submitted to the LGC next week for their approval and then have the auditor present his findings to Town Council next month. She then discussed the Quarterly Finance Report from July 2019 – September 2019 with charts summarizing Revenues and Expenditures that provide comparisons from previous years. As well as an updated summary of the Waterline Extension Project. (Documents attached)

E. Quarterly Report: Planning

Town Planner James Eller presented the Planning Department Quarterly Report and noted that 36 Zoning Permits and 2 Sign Permits have been issued during this period. Mr. Eller also gave a review of the activity from the Planning and Zoning Board during these months. There weren't any Zoning Board of Adjustment meetings during this time.

10. Closed Session

Councilmember McKenna made the motion to enter closed session as per N.C. Gen. Stat. § 143-318.11(a)(3) to consult with an attorney, N.C. Gen. Stat. § 143-318.11(a)(5) to establish or instruct staff concerning the position to be taken on the acquisition of real property or amount of compensation or other terms of an employment contract and N.C. Gen. Stat § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, of conditions of employment of a public officer or employee, or to hear or investigate a complaint, charge or grievance Vice Mayor Jackson seconded the motion and by a majority vote Council entered into closed session.

[CLOSED SESSION]

Councilmember Nagle made the motion to exit closed session. Councilmember Sherrill seconded and all voted unanimously to exit closed session and re-enter open session.

11. Re-enter Open Session

Vice Mayor Jackson made the motion to amend the current base rate of pay for Town Attorney Jennifer Jackson from \$60,000 to \$75,000. Councilmember McKenna seconded the motion. The motion passed by a unanimous vote of Council. Motion passed 5-0.

12. Adjournment

Vice Mayor Jackson made the motion to adjourn; Councilmember Fitzsimmons seconded and all voted to adjourn the Council's meeting at 9:15 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town Tax Collector provides the following monthly tax report as of November 7, 2019. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2019-20**

11/7/2019

Real Property:	\$ 783,958,380	
Real Property Discoveries:	450,400	
Total Real Property:	\$ 784,408,780	
Personal:	73,730,921	
Personal Discoveries:	11,989	
Total Personal:	73,742,910	
Public Utilities:	5,406,640	
Exemption:	(9,317,465)	
Releases:	(75,549)	
Total Tax Value	\$ 854,165,316	

Tax Levy @.38 cents per \$100

Real Property:		\$ 2,980,753
Personal Property:		280,223
Public Utilities:	20,545	
Less Under \$5 Adjustment	(47)	
Total Public Utilities:	20,498	
Exemption:		(35,406)
Releases:		(287)
Total Levy (Total Billed)		\$ 3,245,781

Total Current Year Collections	762,479
% Collected	23.49%

Total Left to be Collected:	\$ 2,483,302
Prior Years Paid	\$ 4,394

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: Tax Releases/Refunds
PRESENTER: Tax Collector
ATTACHMENTS: Property Tax Commission Order
Buncombe County Board of Equalization and Review Order
Corrected Buncombe County 2019 Property Tax Bill
Corrected Buncombe County 2018 Property Tax Bill
Corrected Buncombe County 2017 Property Tax Bill

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve a tax release and refund from a 2017 and 2018 tax bill, and a tax release from a 2019 tax bill that was submitted by Buncombe County, all in accordance with an appeal to the Property Tax Commission that was settled. All of these pertain to a portion of business personal property owned by Thermo Fisher Scientific, Inc. located at 275 Aiken Road.

The first request is for \$2,269,776 in value and \$8,625.15 from the 2017 tax levy and refund of this amount.

The second request is for \$2,396,227 in value and \$9,105.66 from the 2018 tax levy and refund of this amount.

The third request is for \$2,038,252 in value and \$7,745.36 from the 2019 tax levy.

TOWN COUNCIL ACTION:

Town Council is requested to approved the above-described release. This action could be in the form of the following motion:

I move to approve (1) the release of a portion of business personal property from Thermo Fisher Scientific, Inc., valued at \$2,269,776, so that \$8,625.15 can be released from the 2017 levy and refunded, (2) the release of a portion of business personal property from Thermo Fisher Scientific, Inc., valued at \$2,396,227, so that \$9,105.66 can be released from the 2018 levy and refunded, and (3) the release of a portion of business personal property from Thermo Fisher Scientific, Inc., valued at \$2,038,252, so that \$7,745.36 can be released from the 2019 levy.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE PROPERTY TAX COMMISSION

ORDER

The following property is under appeal to the Property Tax Commission from a decision of the Buncombe County Board of Equalization and Review for 2017.

The County taxing officials and the property owner reached an agreement satisfactory to both concerning the value of the subject property, and notified the Commission of the terms of the agreement. **This Order closes our file relative to the appeal.**

Name: Thermo Fisher Scientific Inc..

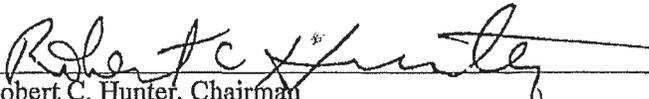
17 PTC 0485

<u>Description</u>	<u>Present Value</u>	<u>New Value</u>
Account No. 798947	\$15,909,954	\$13,640,178
Account No. 798436	\$336,837	\$200,550

IT IS THEREFORE ORDERED AND DECREED that the Buncombe County taxing officials adjust the valuation of the subject property as herein provided and enter said adjusted valuation in the tax records of Buncombe County as of January 1, 2017.

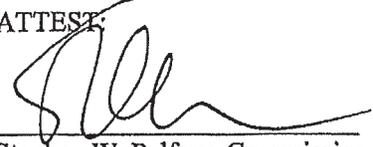


NORTH CAROLINA PROPERTY TAX COMMISSION


Robert C. Hunter, Chairman

ENTERED: 10-7-19

ATTEST:


Stephen W. Pelfrey, Commission Secretary

Copies of this Order provided to:

Attorney Justin M. Hardy
P.O. Box 21029
Winston-Salem, NC 27120

Mr. Keith Miller – Buncombe
County Assessor

Mr. Curt Euler – Buncombe
County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

BUNCOMBE COUNTY BOARD OF
EQUALIZATION AND REVIEW

THERMO-FISHER SCIENTIFIC, INC.,

Petitioner.

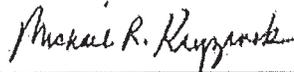
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ORDER

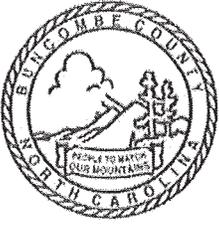
THIS MATTER came to be heard before the Buncombe County Board of Equalization and Review on October 16, 2019 upon two appeals made by Petitioner, Thermo-Fisher Scientific concerning its business personal property valuations for the tax years 2018 and 2019. The Petitioner and Buncombe County have reached a mutual agreement on the tax value for the business personnel property. A copy of the settlement agreement is attached as Exhibit A to this Order. Based on the Settlement Agreement, the Board finds that the true value of the accounts are as follows:

<u>ACCOUNT NUMBER</u>	<u>2018 VALUE</u>	<u>2019 VALUE</u>
798947	\$16,714,885	\$16,737,024
798436	\$180,819	\$93,412

This the 16th day of October 2019.



Board Chairman



Buncombe County Tax Department 2019 Property Tax Bill



000079894720192019000100

THERMO FISHER SCIENTIFIC INC
275 AIKEN RD
ASHEVILLE NC 28804-8740

BILL NUMBER	BILL DATE
-------------	-----------

0000798947-2019-2019-0001-00

10/28/2019

LOCATION	PARCEL NUMBER	DESCRIPTION				ACRES
275 AIKEN RD BUNCOMBE COUNTY		BUSINESS PERSONAL PROPERTY				0.00
REAL VALUE	PERSONAL VALUE	EXCLUSION	EXEMPTION	DEFERMENT	TAXABLE VALUE	
\$0	\$16,737,024	\$0	0	\$0	\$16,737,024	

IMPORTANT INFORMATION	TAX DISTRICTS	TAX RATE	AMOUNT
<p>If your taxes are escrowed as part of your mortgage your tax bill information will be made available to your mortgage provider. This copy is for your records.</p> <p>CONTACT INFORMATION</p> <p>Office Hours: 8a.m. – 5 p.m., Monday-Friday Collections: (828) 250-4910 Personal Property: (828) 250-4920 Business Personal Property: (828) 250-4930 Real Estate: (828) 250-4940 Land Records: (828) 250-4970 Exemptions & Exclusions: (828) 250-4915</p>	BUNCOMBE COUNTY TAX	0.5290	62,238.86
	<p>ONLINE PAYMENT OPTIONS</p> <p>Paying your tax bill with credit or debit just got easier. Visit buncombecounty.org/paytaxes to begin.</p> <p>Pay by phone: Call 1-877-690-3729, enter code 4301. Have your bill number and card information handy.</p> <p><i>(A convenience fee will be charged for credit/debit transactions)</i></p>		
		<p>ORIGINAL DUE</p> <p>AMOUNT DUE</p>	62,238.86

Return this portion with your payment. Please write the bill number on your check or correspondence.

PARCEL NUMBER	
BILL NUMBER	0000798947-2019-2019-0001-00

AMOUNT GOOD THROUGH DATE
1/6/2020

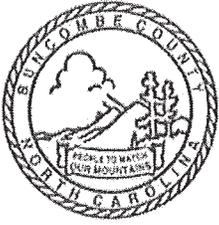
\$62,238.86

Check for Address Changes on Back

MAKE CHECK PAYABLE AND REMIT TO:

THERMO FISHER SCIENTIFIC INC
275 AIKEN RD
ASHEVILLE NC 28804-8740

BUNCOMBE COUNTY TAX COLLECTOR
PO Box 3140
ASHEVILLE, NC 28802-3140 **12**



Buncombe County Tax Department

2017 Property Tax Bill



000079894720172017000100

THERMO FISHER SCIENTIFIC INC
275 AIKEN RD
ASHEVILLE NC 28804-8740

BILL NUMBER	BILL DATE
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0000798947-2017-2017-0001-00

10/28/2019

LOCATION	PARCEL NUMBER	DESCRIPTION	ACRES		
275 AIKEN RD BUNCOMBE COUNTY		BUSINESS PERSONAL PROPERTY	0.00		
REAL VALUE	PERSONAL VALUE	EXCLUSION	EXEMPTION	DEFERMENT	TAXABLE VALUE
\$0	\$13,640,178	\$0	0	\$0	\$13,640,178

IMPORTANT INFORMATION	TAX DISTRICTS	TAX RATE	AMOUNT
<p>If your taxes are escrowed as part of your mortgage your tax bill information will be made available to your mortgage provider. This copy is for your records.</p> <p>CONTACT INFORMATION</p> <p>Office Hours: 8a.m. – 5 p.m., Monday-Friday Collections: (828) 250-4910 Personal Property: (828) 250-4920 Business Personal Property: (828) 250-4930 Real Estate: (828) 250-4940 Land Records: (828) 250-4970 Exemptions & Exclusions: (828) 250-4915</p>	BUNCOMBE COUNTY TAX	0.5390	0.00
	<p>ONLINE PAYMENT OPTIONS</p> <p>Paying your tax bill with credit or debit just got easier. Visit buncombecounty.org/paytaxes to begin.</p> <p>Pay by phone: Call 1-877-690-3729, enter code 4301. Have your bill number and card information handy.</p> <p><i>(A convenience fee will be charged for credit/debit transactions)</i></p>		<p>ORIGINAL DUE →</p> <p>AMOUNT DUE →</p>

Return this portion with your payment. Please write the bill number on your check or correspondence.

PARCEL NUMBER	
BILL NUMBER	0000798947-2017-2017-0001-00

AMOUNT GOOD THROUGH DATE
10/31/2019

\$0.00

Check for Address Changes on Back

MAKE CHECK PAYABLE AND REMIT TO:

THERMO FISHER SCIENTIFIC INC
275 AIKEN RD
ASHEVILLE NC 28804-8740

BUNCOMBE COUNTY TAX COLLECTOR
PO Box 3140
ASHEVILLE, NC 28802-3140

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: Board Appointments – ABC Board
PRESENTER: Mayor Root
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Due to a recent resignation there is an opening on the ABC Board. The Mayor recommends that Tonia Sheppard be appointed to fill this vacant seat.

COUNCIL ACTION REQUESTED:

Consistent with the recommendations of the Mayor, the following motion is suggested:

I move that Tonia Sheppard be appointed to fill the vacant seat on the ABC Board for a term that is due to expire in September of 2021.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 18, 2019
Subject: Budget Amendment – Police Department
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

The Town collected an additional \$5,032 in Pink Patch Project donations & proceeds from September 2019 – October 2019.

For Fiscal Year 2019-2020 as of October 31, 2019 the Town has collected \$3,380 in Cops for Kids donations.

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education, and Law Enforcement activities. For the quarter ending 9/30/19 the Town received \$121.46 for Alcohol Education and \$86.75 for Law Enforcement.

The attached budget amendment is necessary so that the Police Department can spend the funds in the current fiscal year.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2019-2020

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26609	Pink Patch Project (Expenditure)	\$5,032.00
010-430-431-26608	Cops for Kids (Expenditure)	\$3,380.00
010-430-431-26400	Police - Alcohol Ed & Prevention	\$121.46
010-430-431-26450	Police - ABC Law Enforcement	\$86.75

What expense account(s) are to be decreased or additional revenue expected to offset expense?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09029	Pink Patch Project (Revenue)	\$5,032.00
010-004-300-09028	Cops for Kids (Revenue)	\$3,380.00
010-004-300-06045	ABC Store - Alcohol Education	\$121.46
010-004-300-06050	ABC Store - Police Dept Revenue	\$86.75

Justification: Please provide a brief justification for this budget amendment. *Pink Patch Project donations collected from Sept 2019 – Oct 2019; Cops for Kids donations collected from July 2019 – Oct 2019; ABC Store Distribution for Quarter ended 9/30/19.*

_____	_____
Authorized by Finance Officer	Date
_____	_____
Authorized by Town Manager	Date
_____	_____
Authorized by Town Council (if applicable)	Date

Budget Ordinance Section 7:

- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.



Town Manager's Monthly Report

Selena D. Coffey, MPA, ICMA-CM

November 2019

- 1) **Community Center Update:** The appointed steering committee for the community center (Mayor Root, Lou Accornero, Thomas Veasey) and staff met with our architects at the end of October. During this meeting the architects updated the group on their most recent work. We are on target for announcing the project for bid this month, with plans for bids/proposals to be approved by Town Council at your regular meeting in January 2020.
- 2) **Strategic Plan Quarterly Update:** Attached you will find the Strategic Plan Quarterly Update for your review.
- 3) **Collaboration with Buncombe County on Solar RFP:** At the last regular Town Council meeting I was directed to notify Buncombe County Manager Avril Pinder that the Town wishes to participate in the solar RFP project. I made contact with Ms. Pinder the following day and we are now continuing in the County's process by gathering information pertaining to the Town's facilities, including information on our existing roof systems and energy usage for each facility.
- 4) **Tree City USA Recertification Application:** Since Town Council also serves as the Town's Tree Board, we want to inform you that staff is working on this year's recertification application for the Tree City USA designation. I expect that we will want to schedule our Arbor Day program for April 2020.
- 5) **Veterans Day Program Re-Cap:** Vice Mayor Jackson and the Residents Patriotic Activities Committee once again did a fantastic job in holding the Town's Veterans Day Program. We had a full house and our veterans seemed to really enjoy the program.
- 6) **Volunteer Banquet:** Our banquet recognizing volunteer board and committee members is **Tuesday, November 19** at 6pm in the Town Hall Community Room.
- 7) **Christmas Parade:** As a reminder, the Christmas Parade is scheduled for **Saturday, December 7** at 1:00pm.

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

Goal 1: To provide town services to meet the needs of the community.

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
A. Develop consensus on water and annexation growth and develop policies consistent with that consensus.	<i>Town Council Planning Director</i>	<i>Jan. 2019</i>	<ul style="list-style-type: none"> Town Council consensus on 11/13/18 and 1/8/19 was to make decisions on a case by case basis as opposed to adopting a firm policy in this regard.
1) <i>Develop policy or procedures to guide Town Council in approving water allocations outside of Town limits.</i>	<i>Town Council Public Works Director</i>	<i>Nov. 2018</i>	<ul style="list-style-type: none"> See above.
2) <i>Consider the development of a formal voluntary annexation program.</i>	<i>Planning Director Town Council</i>	<i>Nov. 2018</i>	<ul style="list-style-type: none"> See above.
B. Reexamine Asheville Redefines Transit to consider re-establishment of bus route given new residential development within the Town.	<i>uncilman McKenna Town Council</i>	<i>Year 2021</i>	<ul style="list-style-type: none"> Town Manager has meeting scheduled with City Manager Debra Campbell to discuss transit programming.
C. Enhance the Town's outreach to educate the public about the Town's services.	<i>Town Staff</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Staff has strongly marketed the Town's e-newsletter in order to increase public awareness of Town services, functions and events. This has resulted in a significant increase in the number of subscribers since January 2019. The Town now has 595 subscribers.
1) <i>Continue the Citizens Academy.</i>	<i>Town Manager Department Heads</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Plans for 2020 Citizens Academy are underway.

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
2) <i>Continue fire prevention programs and participation in school events such as field days and career days.</i>	<i>Fire Chief Fire Department</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Weaverville Fire Department regularly participates in school functions upon request.
3) <i>Continue community oriented policing programs, Cops for Kids, school programs, crime prevention program, etc.</i>	<i>Police Chief Police Department</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Weaverville Police Department, upon hiring the new School Resource Officer, has been significantly more involved in school programs.
4) <i>Continue public education regarding services provided by the Public Works Department.</i>	<i>Public Works Director Public Works Department Water Superintendent</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> The Town's Public Works Department provides a public service announcement or article promoting their services for each month's e-newsletter.
D. <i>Recognize the needs of each Town department in serving an ever-changing and growing population.</i>	<i>Town Council Town Manager Department Heads</i>	<i>FY2019; Ongoing</i>	<ul style="list-style-type: none"> Addressed with adoption of budget; Ongoing.
1) <i>Budget adequately to meet service demands (i.e. personnel, equipment, etc.)</i>	<i>Town Manager Department Heads Town Council</i>	<i>Annually</i>	<ul style="list-style-type: none"> Addressed with adoption of budget; Ongoing.
2) <i>Maintain and update the capital improvements plan.</i>	<i>Town Manager Department Heads</i>	<i>Annually</i>	<ul style="list-style-type: none"> Addressed with adoption of budget; Ongoing.
3) <i>Maintain Town facilities and equipment</i>	<i>Town Manager Department Heads</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Addressed with adoption of budget; Ongoing

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

Goal 2: To improve regional collaboration.

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
A. Strengthen relationship with the Asheville-Buncombe Economic Development Coalition and other economic development organizations.	<i>Town Manager Town Council</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Town Manager continues meeting Economic Development Coalition (EDC) Director as needs arise; Town has been asked to participate in the EDC's upcoming site analysis study.
B. Recognize water as a regional resource and identify regional jurisdictions that wish to partner in water production, sale and distribution.	<i>Town Council Town Manager Public Works Director Water Superintendent</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Town staff awaits additional conversations with Mars Hill in this regard.
C. Consistent involvement and collaboration with neighboring and regional jurisdictions in functional areas, such as police, fire, water resources, etc.	<i>Town Council Town Manager Department Heads</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Town Manager has ongoing meetings with officials from Buncombe County, City of Asheville, Madison County, Town of Woodfin, etc.
1) <i>Updates from department heads quarterly regarding regional efforts impacting the Town.</i>	<i>Department Heads</i>	<i>Quarterly</i>	<ul style="list-style-type: none"> Department heads continue to provide quarterly reports during Town Council meetings addressing regional efforts or collaborations with neighboring jurisdictions.
2) <i>Updates from the manager subsequent to manager meetings regarding regional efforts with potential impacts on the Town.</i>	<i>Town Manager</i>	<i>Quarterly</i>	<ul style="list-style-type: none"> Manager has ongoing meetings with officials from Buncombe County, City of Asheville, Madison County, Town of Woodfin, etc.
3) <i>Updates from the Mayor regarding regional efforts.</i>	<i>Mayor</i>	<i>Monthly</i>	<ul style="list-style-type: none"> Updates provided as appropriate.
D. Distribute information regarding regional programs, services and resources available to Town citizens.	<i>Town's MSD Representative Town's MPO Representative Mayor Town Manager</i>	<i>Ongoing</i>	<ul style="list-style-type: none"> Ongoing activities and services included within the Town's outreach activities.

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

Goal 3: To maximize benefit to the Town in land use planning efforts.

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
A. Development of tools to encourage balanced residential economic development.	<i>Town Council Planning Director</i>	<i>Year 2019</i>	<ul style="list-style-type: none"> • Staff has presented information on this topic on 11/13/18 and 1/8/19.
1) <i>Revise Subdivision Ordinance to establish criteria and streamline subdivision approval process.</i>	<i>Planning Director Planning & Zoning Board</i>	<i>Jan. 2019</i>	<ul style="list-style-type: none"> • A comprehensive review of the subdivision ordinance is called for and received a medium priority within the adopted CLUP
2) <i>Update economic development goals for the Town.</i>	<i>Mayor Root Vice-Mayor Jackson Economic Development Advisory Committee</i>	<i>Feb. 2019</i>	<ul style="list-style-type: none"> • To be addressed.
B. Update the Town's Comprehensive Land Use Plan (CLUP).	<i>Planning Director Town Council</i>	<i>June 2019</i>	<ul style="list-style-type: none"> • Staff work complete; Town Council adoption achieved.
1) <i>Determine whether plan will be updated internally or externally.</i>	<i>Town Council</i>	<i>Sept. 2018</i>	<ul style="list-style-type: none"> • Completed. • Town Council approved staff to complete the plan internally.
2) <i>Complete update of the plan.</i>	<i>Planning Director</i>	<i>June 2019</i>	<ul style="list-style-type: none"> • Town Council adoption achieved.
3) <i>Implement plan.</i>	<i>Town Council Planning Director Town Manager</i>	<i>July 2019</i>	<ul style="list-style-type: none"> • Staff continues to work toward the stated goals of the CLUP based upon priority grades given in conjunction with the Planning and Zoning Board.
C. Investigate options for a geographic information system.	<i>Town Manager Planning Director</i>	<i>March 2019</i>	<ul style="list-style-type: none"> • Staff has determined that it is most appropriate and cost-effective to work with Buncombe County to add a layer for the Town's use as opposed to purchasing its own system.
1) <i>Coordinate with Buncombe County to add the Town layer to</i>	<i>Planning Director</i>	<i>Feb. 2019</i>	<ul style="list-style-type: none"> • Staff is working with Buncombe County staff to add the necessary layers.

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

County GIS.

2) <i>Assess previous mapping efforts, software and equipment.</i>	<i>Planning Director Town Manager</i>	<i>Feb. 2019</i>	• See above.
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Goal 4: To promote a successful downtown.

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
A. Consider a zoning district to serve as a transition between residential and commercial districts.	<i>Town Council Planning Director Planning & Zoning Board</i>	<i>June 2019 (CLUP)</i>	<ul style="list-style-type: none"> • Land use regulation which provides for mixed use or transitional development was given a high priority within the CLUP. Staff and the Planning and Zoning Board will begin work toward this end in the following months.
B. Develop a mechanism to expand business opportunities along the central business district.	<i>Planning Director Town Council</i>	<i>June 2019 (CLUP)</i>	<ul style="list-style-type: none"> • Town Council's consensus on 2/12/19 was to have staff and the Planning & Zoning Board to study this and provide recommendations to Council. • Further discussion by Town Council is necessary to completely achieve this objective.
C. Consider mixed-use development regulation as a means of expanding development in areas with geographic limitations.	<i>Town Council Planning Director</i>	<i>June 2019 (CLUP)</i>	<ul style="list-style-type: none"> • Land use regulation which provides for mixed use or transitional development was given a high priority within the CLUP. Staff and the Planning and Zoning Board will begin work toward this end in the following months.
D. Provide information resources marketing downtown and its walkability.	<i>Town Manager Town Staff</i>	<i>April 2019</i>	<ul style="list-style-type: none"> • Walkability map complete.
1) <i>Development of and distribution of Town walkability (sidewalks) and parks map.</i>	<i>Public Works Director Town Manager</i>	<i>April 2019</i>	<ul style="list-style-type: none"> • Walkability map complete.

Town of Weaverville 2018-2021 Strategic Plan Quarterly Report: September-October 2019

	2) Collaborate with the Weaverville Business Association (WBA) in marketing downtown restaurants, retail businesses, art studios, breweries and recreation amenities.	Town Manager	April 2019	• Ongoing
E.	Research grant opportunities for all Town operations and projects, as well as for downtown efforts.	Town Manager Department Heads	Ongoing	• Police Chief has applied for monetary match of \$250 per protective vests via NCLM public safety grant program.
F.	Act as a liaison between downtown churches and businesses to identify available parking downtown	Town Manager Public Works Director	Ongoing	• Complete; Collaborated with downtown churches to identify 45 parking spaces for business owners' employees, which will free up space for downtown visitors' parking.
	1) Work with leaders from downtown churches to identify potential parking for business employees and visitors.	Town Manager Public Works Director	Feb. 2018	• Complete
	2) Create and distribute maps showing parking options in downtown Weaverville.	Public Works Director	Apr. 2019	• Staff awaiting WBA's work in completing this project.

Goal 5: To increase legislative outreach.

Objectives (followed by Action Steps)	Responsibility	Timeframe	Status
A. Engage legislative representatives regarding the Town's needs.	Town Council Town Manager	Jan. 2019	• Staff recommends that Town Council schedule a workshop to develop legislative goals in 2020.
1) Host meetings with legislative representatives periodically (especially before legislative sessions) to learn legislative	Mayor Town Manager	Ongoing	• See above.

**Town of Weaverville 2018-2021 Strategic Plan
Quarterly Report: September-October 2019**

priorities and to educate legislators on Town needs.

<p>2) <i>Discuss need for collaborative development along the Town's corporate limits to ease land use conflicts and encourage regional use of resources.</i></p>	<p><i>Planning Director Town Council Town Manager</i></p>	<p><i>Ongoing</i></p>	<ul style="list-style-type: none"> • Staff agrees that the way to achieve this objective is to pursue a legislative goal to establish an ETJ and/or adoption of guidelines concerning annexation and water allocations.
<p>B. Consider opportunities for potential special legislation as Town needs dictate.</p>	<p><i>Town Attorney</i></p>	<p><i>Ongoing</i></p>	<ul style="list-style-type: none"> • Staff believes that the re-establishment of the ETJ through legislative action is critical for proper land use development along the Town's corporate borders. • Special legislation consistent with legislative goals should be considered and discussed with local legislators.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: FY 2018/2019 Audit Presentation
PRESENTER: Finance Director / Auditor
ATTACHMENTS:

DESCRIPTION/SUMMARY OF REQUEST:

The annual audit for the Town Fiscal Year 2018/2019 has been completed.

Tonya Dozier will be at tonight's meeting to introduce Travis Keever who was Gould Killian CPA Group's principal in charge of the Town's audit.

Mr. Keever will present his findings and be available to answer questions that Town Council may have concerning the FY 2018/2019 audit.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: Weaverville ABC Audit Presentation
PRESENTER: Rob Chason, ABC Board Chairman
ATTACHMENTS: ABC Audit Report

DESCRIPTION/SUMMARY OF REQUEST:

The annual audit of the Weaverville Alcoholic Beverage Commission has been completed and Rob Chason, the Board Chairman, will be at tonight's meeting to discuss the audit report with the Mayor and Town Council and to answer any questions regarding the same.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)

Weaverville, North Carolina

FINANCIAL STATEMENTS

For the Years Ended June 30, 2019 and 2018

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Weaverville, North Carolina

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BURLESON & EARLEY, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

Board of Directors
Weaverville ABC Board
Weaverville, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the Weaverville ABC Board, a component unit of the Town of Weaverville, which comprise the statements of net position as of June 30, 2019 and 2018, and the related statements of revenues, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

POST OFFICE BOX 2125 ♦ CANDLER, NC 28715
902 SAND HILL ROAD ♦ ASHEVILLE, NC 28806
TELEPHONE: (828) 251-2846 ♦ FAX: (828) 665-8079

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Weaverville ABC Board as of June 30, 2019 and 2018, and the respective changes in financial position, and where applicable, cash flows thereof for the years ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Local Government Employees' Retirement System's Schedule of Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements as a whole. The Schedules of Store Expenses, Schedules of Administrative Expenses, Schedule of Distributions of Profits and Schedule of Revenues and Expenditures – Budget vs. Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Store Expenses, Schedules of Administrative Expenses, Schedule of Distributions of Profits and Schedule of Revenues and Expenditures – Budget vs. Actual are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Burleson & Earley, P.A.

Certified Public Accountants
September 4, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following Management Discussion and Analysis (MD&A) of the Weaverville ABC Board's activities and financial performance provides the reader with an overview to the financial statements of the Weaverville ABC Board for the fiscal year ended June 30, 2019. The information contained in this MD&A should be considered in conjunction with the financial information contained in the various sections of this audit report.

FINANCIAL HIGHLIGHTS

- The assets of the Weaverville ABC Board exceeded its liabilities at the close of the fiscal year by \$455,326 (*net position*).
- The Board's total net position increased by \$29,253, primarily due to operations.
- The Board distributed profits to the Town of Weaverville of \$170,973

OVERVIEW OF THE FINANCIAL STATEMENTS

The audited financial statements of the ABC Board consist of 3 components. They are as follows:

Management's Discussion and Analysis
Basic Financial Statements
Additional Information Required by the ABC Commission

The Basic Financial Statements are prepared using the full accrual basis of accounting. They consist of 3 statements. The first is the **Statement of Net Position**. Assets and liabilities are classified between current and long-term. This statement provides a summary of the Board's investments in assets and obligations to creditors. Liquidity and financial flexibility can be evaluated using the information contained in this statement.

The next statement is the **Statement of Revenues, Expenses and Changes in Net Position**. This statement is used in evaluating whether the Board has recovered all of its costs through sales. Its information is used in determining credit worthiness.

The final required statement is the **Statement of Cash Flows**. This statement reports cash inflows and outflows in the following categories: operating, investing, and financing activities. Based on this data, the user can determine the sources of cash, the uses of cash, and the change in cash.

The notes to the financial statements provide more detail information and should be read in conjunction with the statements.

The ABC Commission requires some schedules in addition to the information required by generally accepted accounting principles. They include a Schedule of Store Expenses, a Schedule of Administrative Expenses, a Schedule of Distributions of Profits and a Budget to Actual Reconciliation.

FINANCIAL ANALYSIS OF THE ABC BOARD

Net position is an indicator of the fiscal health of the Board. Assets exceeded liabilities by \$455,326 in 2019. The largest component of net position is unrestricted. The net investment in capital assets continues to be negative as the debt exceeds the net book value of the capital assets.

Following is a summary of the Statement of Net Position:

Table 1
Condensed Statement of Net Position

At June 30	2019	2018	2017	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Assets					
Current and Other Assets	\$ 649,349	\$ 662,363	\$ 605,119	\$ (13,014)	-2.0%
Capital Assets	938,345	999,555	1,074,008	(61,210)	-6.1%
Deferred Outflows of Resources	60,093	41,014	55,878	19,079	46.5%
Total Assets	\$ 1,647,787	\$ 1,702,932	\$ 1,735,005	\$ (55,145)	-3.2%
Liabilities					
Current Liabilities	\$ 184,645	\$ 216,486	\$ 281,490	\$ (31,841)	-14.7%
Non-current Liabilities	1,007,464	1,059,218	1,146,393	(51,754)	-4.9%
Deferred Inflows of Resources	352	1,155	1,800	(803)	-69.5%
Total Liabilities	\$ 1,192,461	\$ 1,276,859	\$ 1,429,683	\$ (84,398)	-6.6%
Net Position					
Net Investment in Capital Assets	(72,073)	(87,384)	(85,808)	15,311	17.5%
Restricted Net Position	97,860	90,224	83,392	7,636	8.5%
Unrestricted Net Position	429,539	423,233	307,738	6,306	1.5%
Total Net Position	\$ 455,326	\$ 426,073	\$ 305,322	\$ 29,253	6.9%

Net position increased by 6.9% from 2018 compared to a 39.5% increase between 2018 and 2017. Income from operations increased by 11.5% from 2018 and by 4.2% between 2018 and 2017. Following is a summary of the changes in net position:

Table 2
Condensed Statement of Revenues, Expenses and Changes in Net Position

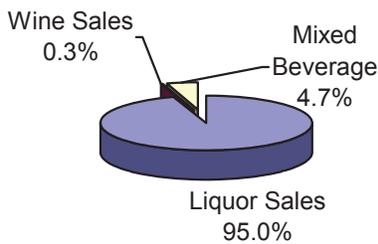
For the Fiscal Year Ended June 30	2019	2018	2017	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Operating Revenues	\$ 3,288,388	\$ 3,032,960	\$ 2,814,165	\$ 255,428	8.4%
Less: Taxes on Gross Sales	744,770	687,810	636,990	56,960	8.3%
Net Sales	2,543,618	2,345,150	2,177,175	198,468	8.5%
Cost of Sales	1,737,311	1,604,724	1,483,608	132,587	8.3%
Gross Profit	806,307	740,426	693,567	65,881	8.9%
Less: Operating Expenses	541,601	502,990	465,793	38,611	7.7%
Income from Operations	264,706	237,436	227,774	27,270	11.5%
Non-Operating Revenues and Expenses	(49,996)	(53,372)	(56,904)	3,376	6.3%
Change in Net Position Before Distributions	214,710	184,064	170,870	30,646	16.6%
Distributions	185,457	63,313	141,075	122,144	192.9%
Change in Net Position	29,253	120,751	29,795	(91,498)	-75.8%
Net Position, Beginning	426,073	305,322	275,527	120,751	39.5%
Net Position, Ending	\$ 455,326	\$ 426,073	\$ 305,322	\$ 29,253	6.9%

The increase in sales is inflationary in nature. There is a decrease in non-operating revenues and expenses due to lower interest expense as debt payable is decreasing. The increase in distributions is due to the Board making a discretionary distribution to the Town because of improved cash flow.

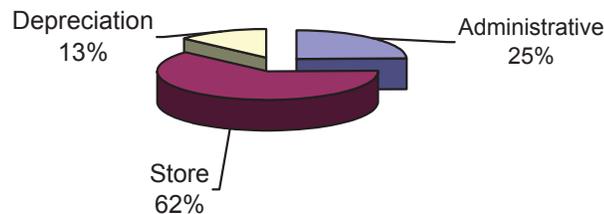
Following is a breakdown of sales by source:

For the Fiscal Year Ended June 30	2019	2018	2017	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Retail Liquor Sales	\$ 3,124,633	\$ 2,882,589	\$ 2,677,889	\$ 242,044	8.4%
Mixed Beverage Sales	153,274	140,560	126,602	12,714	9.0%
Retail Wine Sales	10,481	9,811	9,674	670	6.8%
Total Sales	\$ 3,288,388	\$ 3,032,960	\$ 2,814,165	\$ 255,428	8.4%

Operating Revenues



Operating Expenses



The percentage of mixed beverage sales to the total increased by .03% in 2019 and increased by .11% in 2018 compared to 2017.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

Investment in capital assets as of June 30, 2019, totals \$938,345, net of accumulated depreciation. Capital asset additions during 2019 were carpet for the store, a commercial grade vacuum and a laptop.

Table 3
Capital Assets
(net of depreciation)

	2019	2018	2017	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Building	\$ 1,479,898	\$ 1,479,898	\$ 1,479,898	\$ -	0.0%
Equipment & furniture	108,083	98,681	98,681	9,402	9.5%
Computer equipment	31,463	30,398	30,398	1,065	3.5%
	1,619,444	1,608,977	1,608,977	10,467	0.7%
Accumulated depreciation	(681,099)	(609,422)	(534,969)	(71,677)	-11.8%
	\$ 938,345	\$ 999,555	\$ 1,074,008	\$ (61,210)	-6.1%

Additional information on the Store's capital assets can be found in Note 1 of the Basic Financial Statements.

Debt Administration

Long-term debt consists of notes payable related to the original construction of the store.

Table 4
Summary of Changes in Long Term
Debt

	2019	2018	2017	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Notes Payable	\$ 1,010,418	\$ 1,086,939	\$ 1,159,816	\$ (76,521)	-7.0%

Economic Factors

The Board developed and approved a budget for fiscal year 2019-2020. The Board expects continued steady growth in sales as the Town of Weaverville continues to experience growth in population and commercial development. The Board expects to manage expenses and add to working capital within the budgeted amounts.

Requests for Information

This report is intended to provide a summary of the financial condition of the Weaverville ABC Board. Questions or requests for additional information should be addressed to:

Robert Chason, Chairman
Weaverville ABC Board
7 Northridge Commons Parkway, Suite 101
Weaverville, NC 28787

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Net Position
June 30, 2019 and 2018

Assets	2019	2018
Current Assets		
Cash and Cash Equivalents	\$ 482,312	\$ 509,010
Accounts Receivable	50	-
Inventory	161,306	145,617
Prepaid Expenses	5,681	7,736
Total Current Assets	<u>649,349</u>	<u>662,363</u>
Non-current Assets		
Property Plant and Equipment (net of accumulated depreciation)	<u>938,345</u>	<u>999,555</u>
Deferred Outflows of Resources - Pension Deferrals	<u>60,093</u>	<u>41,014</u>
Liabilities		
Current Liabilities		
Current Portion of Long-term Debt	\$ 80,343	\$ 76,520
Accounts Payable	-	40,255
Taxes Payable	79,937	78,623
Payroll Taxes Payable	7,798	4,887
Distributions Payable	6,598	5,477
Accrued Interest Payable	9,969	10,724
Total Current Liabilities	<u>184,645</u>	<u>216,486</u>
Non-current Liabilities		
Net Pension Liability	68,084	40,788
Compensated Absences	9,305	8,011
Long-term Portion of Debt	<u>930,075</u>	<u>1,010,419</u>
Total Liabilities	<u>1,192,109</u>	<u>1,275,704</u>
Deferred Inflows of Resources - Pension Deferrals	<u>352</u>	<u>1,155</u>
Net Position		
Net Investment in Capital Assets	(72,073)	(87,384)
Restricted for Working Capital	97,860	90,224
Unrestricted	429,539	423,233
Total Net Position	<u>\$ 455,326</u>	<u>\$ 426,073</u>

The accompanying notes are an integral part of these financial statements.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2019 and 2018

	2019	2018
Operating Revenue		
Liquor Sales - Regular	\$ 3,124,633	\$ 2,882,589
Wine Sales	10,481	9,811
Mixed Beverage Sales	153,274	140,560
Total Gross Sales	<u>3,288,388</u>	<u>3,032,960</u>
Deduct Taxes on Gross Sales		
State Excise Tax	(720,116)	(665,346)
Mixed Beverage Tax (Revenue)	(13,201)	(11,759)
Mixed Beverage Tax (Human Resources)	(1,320)	(1,176)
Rehabilitation Tax	(9,399)	(8,842)
Wine Sales Tax	(734)	(687)
Total Taxes	<u>(744,770)</u>	<u>(687,810)</u>
Net Sales	<u>2,543,618</u>	<u>2,345,150</u>
Deduct Cost of Sales		
Cost of Goods Sold	<u>1,737,311</u>	<u>1,604,724</u>
Gross Profit on Sales	<u>806,307</u>	<u>740,426</u>
Deduct Operating Expenses		
Store Expenses	334,589	319,395
Administrative Expenses	134,144	109,142
Depreciation Expense	72,868	74,453
Total Operating Expenses	<u>541,601</u>	<u>502,990</u>
Income from Operations	<u>264,706</u>	<u>237,436</u>
Nonoperating Revenues and Expenses		
Interest Expense	(51,192)	(54,858)
Miscellaneous Income	-	1,044
Interest Income	1,196	442
Change in Net Position Before Distributions	<u>214,710</u>	<u>184,064</u>
<u>Deduct</u>		
Law Enforcement	6,035	4,864
Alcohol Education	8,449	6,809
Change in Net Position Before Profit Distributions	<u>200,226</u>	<u>172,391</u>
<u>Profit Distributions</u>		
Town of Weaverville	<u>170,973</u>	<u>51,640</u>
Change in Net Position	29,253	120,751
Net Position, Beginning of Year	<u>426,073</u>	<u>305,322</u>
Net Position, End of Year	<u>\$ 455,326</u>	<u>\$ 426,073</u>

The accompanying notes are an integral part of these financial statements.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Cash Flows
For the years ended June 30, 2019 and 2018

Cash Flows from Operating Activities:	<u>2019</u>	<u>2018</u>
Cash Received from Customers	\$ 3,288,338	\$ 3,034,535
Payments for Inventory Costs	(1,793,255)	(1,596,593)
Payments for Operating Expenses	(455,059)	(426,522)
Liquor Sales Tax Paid	(743,456)	(682,409)
Net Cash Provided by Operating Activities	<u>296,568</u>	<u>329,011</u>
Cash Flows from Capital and Related Financing Activities:		
Capital Expenditures	(11,658)	-
Principal Payments on Long-term Debt	(76,521)	(72,878)
Interest Payments on Long-term Debt	(51,947)	(55,577)
Net Cash Used by Capital and Related Financing Activities	<u>(140,126)</u>	<u>(128,455)</u>
Cash Flows from Non-Capital Financing Activities:		
Law Enforcement Distributions	(5,568)	(5,104)
Alcohol Education Distributions	(7,795)	(7,144)
Profit Distributions to Primary Government	(170,973)	(102,075)
Net Cash Used by Non-Capital Financing Activities	<u>(184,336)</u>	<u>(114,323)</u>
Cash Flows from Investing Activities:		
Interest Earned on Investments	<u>1,196</u>	<u>442</u>
Net Cash Provided by Investing Activities	1,196	442
Net Increase in Cash and Cash Equivalents	(26,698)	86,675
Cash and Cash Equivalents, beginning of year	509,010	422,335
Cash and Cash Equivalents, end of year	<u>\$ 482,312</u>	<u>\$ 509,010</u>
Reconciliation of Income from Operations to Net Cash Provided by Operating Activities		
Income from Operations	\$ 264,706	\$ 237,436
Adjustments to Reconcile Income from Operations to Net Cash Provided by Operating Activities:		
Depreciation	72,868	74,453
Restitution Income	-	1,044
Changes in Assets and Liabilities:		
(Increase) Decrease in Accounts Receivable	(50)	531
(Increase) Decrease in Inventory	(15,689)	28,670
(Increase) Decrease in Prepaid Expenses	2,055	231
(Increase) Decrease in Deferred Outflows of Resources for Pensions	(19,079)	14,864
(Decrease) Increase in Accounts Payable	(40,255)	(20,539)
(Decrease) Increase in Taxes Payable	1,314	5,401
(Decrease) Increase in Payroll Taxes Payable	2,911	(1,779)
(Decrease) Increase in Compensated Absences	1,294	(85)
(Decrease) Increase in Net Pension Liability	27,296	(10,571)
(Decrease) Increase in Deferred Inflows of Resources for Pensions	(803)	(645)
Total Adjustments	<u>31,862</u>	<u>91,575</u>
Net Cash Provided by Operating Activities	<u>\$ 296,568</u>	<u>\$ 329,011</u>

The accompanying notes are an integral part of these financial statements.

WEAVERVILLE ABC BOARD
(A component unit of the Town of Weaverville)
Notes to the Financial Statements
June 30, 2019

Note 1. Summary of Significant Accounting Policies

Principles used in determining the scope of the entity for financial reporting:

The Weaverville ABC Board (the ABC Board), a component unit of the Town of Weaverville, is a corporate body with powers outlined by General Statutes [Chapter 18B-701.] The Town's governing body appoints the ABC Board.

The ABC Board is required by State Statute to distribute its surpluses to the general fund of the Town, which represents a financial benefit to the Town. Therefore, the ABC Board is reported as a discretely presented component unit in the Town's financial statements.

Organizational History

The Board was organized under the provisions of Session Law of the North Carolina Legislature, General Assembly of North Carolina, September 15, 2008, and implemented by a Town wide election. The Town Board appointed three individuals to serve on the ABC Board with staggered terms of three years.

North Carolina General Statute (18B-805(c)(2)(3)) requires the Weaverville ABC Board expend at least 5% of profits for law enforcement and at least 7% of the same profits for alcohol education and rehabilitation purposes.

Basis of Presentation

All activities of the ABC Board are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or the change in net position is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting. All sales are made by cash, debit or credit card and recorded at the time of sale. Other revenues are recorded when earned. Expenses are recognized when incurred.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the statement of net position date, and reported amounts of revenues and expenses during the reporting period. Estimates are used to determine depreciation expense, the allowance for doubtful accounts and certain claims and judgment liabilities, among other accounts. Actual results may differ from those estimates.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the ABC Board considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Accounts Receivable

Accounts receivable are generally amounts due from another ABC Board for the purchase of inventory. All of this amounts is deemed collectible, thus no allowance for doubtful accounts has been recorded.

Inventories

Inventories are valued at the lower of cost (FIFO) or market.

Capital Assets

The Board’s capital assets are defined as assets with an initial, individual cost of \$500 or more. Donated capital assets received prior to June 30, 2015 are recorded at their estimated fair value at the date of donation. Donated capital assets received after June 30, 2015 are recorded at acquisition value. All other purchased or constructed capital assets are reported at cost or estimated historical cost. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets’ lives are not capitalized. When an asset is disposed of, the cost of the asset and the related accumulated depreciation are removed from the books. Any gain or loss on disposition is reflected in the earnings for the period. Assets are depreciated on a straight-line basis over the following years:

	<u>Useful Life</u>
Building	25 years
Equipment & furniture	5 – 15 years
Computer equipment	5 years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The ABC Board has one item that meets this criterion, pension deferrals for the 2019 fiscal year. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The ABC Board has one item that meets the criterion for this category - pension deferrals for the 2019 fiscal year.

Defined Benefit Cost-Sharing Plans

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Local Governmental Employees’ Retirement System (LGERS) and additions to/deductions from LGERS’ fiduciary net position have been determined on the same basis as they are reported by LGERS. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The ABC Board’s employer contributions are recognized when due and the ABC Board has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of LGERS. Investments are reported at fair value.

Net Position

Net Position consists of the following:

Net investment in capital assets - This component of net position consists of capital assets, including any restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted for capital improvements - State law [G.S. 18B-805(d)] requires approval of the appointing authority to establish this account.

Restricted for working capital - North Carolina Alcoholic Beverage Control Commission Rule [.0902] defines working capital as the total of cash, investments and inventory less all unsecured liabilities. An ABC board shall set its working capital requirements at not less than two weeks'

average gross sales of the last fiscal year or greater than four months' average gross sales of the last fiscal year. Average gross sales means gross receipts from the sale of Alcoholic beverages less distributions require by State law [G.S. 18B-805(b), (2), (3), and (4)].

Unrestricted net position - This component of net position consists of net position that does not meet the definition of *restricted* or *net investment in capital assets*.

Note 2. Stewardship, Compliance and Accountability

For the fiscal year ended June 30, 2019 the expenditures made by the ABC Board for the following exceeded the authorized appropriations made by the governing board:

	<u>Amount over budget</u>
Cost of goods sold	\$52,315
Office/store supplies	\$ 281
Insurance	\$ 94
Capital outlay	\$ 758
Debt service	\$ 968
Law enforcement distributions	\$ 468
Alcohol education distributions	\$ 655

Management and the Board will review the budget versus actual schedule in their December and June meetings making any required amendments to the budget for any variances noted.

Note 3. Detail Notes on All Funds

Deposits

All deposits of the ABC Board are made in board-designated official depositories and are collateralized as required by State law [G.S. 159-31]. The ABC Board may designate, as an official depository, any bank or savings association whose principal office is located in North Carolina. Also, the ABC Board may establish Time deposit accounts such as NOW and Super NOW accounts, money market accounts, and certificates of deposit.

All of the ABC Board's deposits are insured using the Pooling Method. Under this method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. Since the State Treasurer is acting in a fiduciary capacity for the ABC Board, these deposits are considered to be held by the ABC Board agent in the ABC Board's name. The amount of the pledged collateral is based on an approved averaging method for non-interest bearing deposits and the actual current balance for interest bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering uninsured deposits. The State Treasurer does not confirm this information with the ABC Board or the escrow agent. Because of the inability to measure the exact amount of collateral pledged for the ABC Board under the Pooling Method, the potential exists for under collateralization, and this risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method.

At June 30, 2019, the ABC Board's deposits had a carrying amount of \$482,312, of which \$1,288 is held in petty cash funds, and a bank balance of \$612,466. Deposits up to \$250,000 are covered by federal depository insurance. Deposits in excess of \$250,000, in the amount of \$362,466, are insured under the pooling method.

At June 30, 2018, the ABC Board's deposits had a carrying amount of \$509,010, of which \$1,288 is held in petty cash funds, and a bank balance of \$524,475. Deposits up to \$250,000 are covered by federal depository insurance. Deposits in excess of \$250,000, in the amount of \$274,475, are insured under the pooling method.

Capital Assets

Capital asset activity for the year ended June 30, 2019 was as follows:

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Capital Assets Being Depreciated:				
Buildings	\$ 1,479,898	\$ -	\$ -	\$ 1,479,898
Equipment and Furniture	98,681	10,593	1,191	108,083
Computer Equipment	30,398	1,065	-	31,463
	<u>1,608,977</u>	<u>11,658</u>	<u>1,191</u>	<u>1,619,444</u>
Less Accumulated Depreciation For:				
Buildings	517,965	59,196	-	577,161
Equipment and Furniture	71,107	8,314	1,191	78,230
Computer Equipment	20,350	5,358	-	25,708
	<u>609,422</u>	<u>72,868</u>	<u>1,191</u>	<u>681,099</u>
Total capital assets being depreciated, net	<u>\$ 999,555</u>			<u>\$ 938,345</u>

Pension Plan Obligations

Local Government Employees' Retirement System

Plan Description. The ABC Board is a participating employer in the statewide Local Governmental Employees' Retirement System (LGERS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of North Carolina. LGERS membership is comprised of general employees and local law enforcement officers (LEOs) of participating local governmental entities. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the State Senate, one appointed by the State House of Representatives, and the State Treasurer and State Superintendent, who serve as ex-officio members. The Local Governmental Employees' Retirement System is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for the LGERS. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410 or by calling (919) 981-5454 or at www.osc.nc.gov.

Benefits Provided. LGERS provides retirement and survivor benefits. Retirement benefits are determined as 1.85% of the member's average final compensation times the member's years of creditable service. A member's average final compensation is calculated as the average of a member's four highest consecutive years of compensation. Plan members are eligible to retire with full retirement benefits at age 65 with five years of creditable service, at age 60 with 25 years of creditable service, or at any age with 30 years of creditable service. Plan members are eligible to retire with partial retirement benefits at age 50 with 20 years of creditable service or at age 60 with five years of creditable service. Survivor benefits are available to eligible beneficiaries of members who die while in active service or within 180 days of their last day of service and who have either completed 20 years of creditable service regardless of age or have completed five years of service and have reached age 60. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions. The plan does not provide for automatic post-retirement benefit increases. Increases are contingent upon actuarial gains of the plan.

Contributions. Contribution provisions are established by General Statute 128-30 and may be amended only by the North Carolina General Assembly. The ABC Board employees are required to contribute 6% of their compensation. Employer contributions are actuarially determined and set annually by the LGERS Board of Trustees. The ABC Board's contractually required contribution rate for the year ended June 30, 2019, was 8.68% for employees, actuarially determined as an amount that, when combined with employee contributions, is expected to

finance the costs of benefits earned by employees during the year. Contributions to the pension plan from the ABC Board were \$16,271 for the year ended June 30, 2019.

Refunds of Contributions – Board employees who have terminated service as a contributing member of LGERS, may file an application for a refund of their contributions. By state law, refunds to members with at least five years of service include 4% interest. State law requires a 60 day waiting period after service termination before the refund may be paid. The acceptance of a refund payment cancels the individual’s right to employer contributions or any other benefit provided by LGERS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the Board reported a liability of \$68,084 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2017. The total pension liability was then rolled forward to the measurement date of June 30, 2018 utilizing update procedures incorporating the actuarial assumptions. The Board’s proportion of the net pension liability was based on a projection of the Board’s long-term share of future payroll covered by the pension plan, relative to the projected future payroll covered by the pension plan of all participating LGERS employers, actuarially determined. At June 30, 2018, the Board’s proportion was 0.00287%, which was an increase of 0.00020% from its proportion measured as of June 30, 2017.

For the year ended June 30, 2019, the Board recognized pension expense of \$23,618. At June 30, 2019, the Board reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 10,504	\$ 352
Change of assumptions	18,067	-
Net difference between projected and actual earnings on pension plan investments.	9,346	-
Changes in proportion and differences between ABC Board contributions and proportionate share of contributions.	5,905	-
ABC Board's contributions subsequent to the measurement date.	16,271	-
Total	<u>\$ 60,093</u>	<u>\$ 352</u>

\$16,271 is reported as deferred outflows of resources related to pensions resulting from Board contributions subsequent to the measurement date will be recognized as a decrease of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2019	\$	21,547
2020		13,073
2021		2,986
2022		5,864
2023		-
Thereafter		-
Total	\$	<u>43,470</u>

Actuarial Assumptions. The total pension liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary increases	3.50 to 8.10 percent, including inflation and productivity factor
Investment rate of return	7.0 percent, net of pension plan investment expense, including inflation

The plan currently uses mortality tables that vary by age, gender, employee group (i.e. general, law enforcement officer) and health status (i.e. disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2017 valuation were based on the results of an actuarial experience study for the period January 1, 2010 through December 31, 2014.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple year horizons. Global public equity return projections are established through analysis of the equity risk premium and the fixed income return projections. Other asset categories and strategies' return projections reflect the foregoing and historical data analysis. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2018 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Fixed Income	29.0%	1.4%
Global Equity	42.0%	5.3%
Real Estate	8.0%	4.3%
Alternatives	8.0%	8.9%
Credit	7.0%	6.0%
Inflation Protection	6.0%	4.0%
Total	<u>100%</u>	

The information above is based on 30 year expectations developed with the consulting actuary for the 2016 asset liability and investment policy study for the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.00%. All rates of return and inflation are annualized.

Discount rate. The discount rate used to measure the total pension liability was 7.0%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Board's proportionate share of the net pension asset to changes in the discount rate. The following presents the Board's proportionate share of the net pension asset calculated using the discount rate of 7.0 percent, as well as what the Board's proportionate share of the net pension asset or net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.0 percent) or one percentage point higher (8.0 percent) than the current rate:

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
ABC Board's proportionate share of the net pension liability (asset)	\$ 163,549	\$ 68,086	\$ (11,684)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued Comprehensive Annual Financial Report (CAFR) for the State of North Carolina.

Vacation and Leave Compensation

ABC Board employees may earn up to 27 days vacation per year, depending upon the number of years employed. Employees may carry forward up to a maximum of 20 days, and such leave is fully vested when earned. Accumulated earned vacation at June 30, 2019 and 2018 is \$9,305 and \$8,011, respectively.

Employees earn 12 days of sick leave per year. Sick leave may be used in the determination of length of service for retirement benefit purposes. Since the ABC Board has no obligation for the accumulated sick leave until it is actually taken, no accrual for sick leave has been made.

Long-Term Debt

During the year ended June 30, 2009, the ABC Board entered into a construction loan with BB&T Governmental finance in the amount of \$1,500,000 bearing interest at 4.89%. The first payment of interest only was due April 17, 2010. Beginning in April of 2011, 19 annual payments of \$123,007 consisting of principal and interest were required. On October 17, 2013, the ABC Board entered into a modification of the loan terms to require quarterly payments instead of annual. No other terms of the loan changed. The required quarterly payment is \$31,038. The loan will continue to mature in April 2029. The loan is secured by Store construction. At June 30, 2019 and 2018, the balance on this loan was \$977,323 and \$1,051,407, respectively.

During the year ended June 30, 2010, the ABC Board entered into a loan with BB&T Governmental Finance in the amount of \$50,000 bearing interest at 5.39%. The first payment of interest only was due in April 2010. Beginning in April of 2011, 19 annual payments of \$4,270

consisting of principal and interest were required. On October 17, 2013, the ABC Board entered into a modification of the loan terms to require quarterly payments instead of annual. No other terms of the loan changed. The loan will continue to mature in April 2029. The required quarterly payment is \$1,076. The loan is secured by Store construction. At June 30, 2019 and 2018, the balance on this loan was \$33,095 and \$35,532, respectively.

Events of default for the agreements above are 1) failure to make any installment payment 2) breach or failure to perform or observe any term, condition or covenant of the agreements 3) institution of proceedings under any bankruptcy, insolvency, reorganization or similar law against the ABC board as a debtor 4) the ABC Board failure to pay, when due, any principal of or interest on any of its general obligation debt. Should the lender be required to enforce the terms of the agreement by legal means, the ABC Board would be required to pay reasonable attorney fees and all of the costs that may reasonably be incurred.

Interest expense for the years ended June 30, 2019 and 2018 was \$51,192 and \$54,858, respectively.

Scheduled principal payments on long-term debt are as follows:

Year ending June 30	Principal Repayments	Interest Payments
2020	\$ 80,343	\$ 48,112
2021	84,358	44,097
2022	88,573	39,882
2023	93,000	35,455
2024	97,647	30,808
2025-2029	566,497	75,778
	\$ 1,010,418	\$ 274,132

Changes in Long Term Liabilities:

	June 30, 2018	Increases	Decreases	June 30, 2019	Current Portion
Notes payable	\$ 1,086,939	\$ -	\$ 76,520	\$ 1,010,419	\$ 80,343
Compensated Absences	8,011	9,775	8,481	9,305	-
Net pension liability (LGERS)	40,788	27,296	-	68,084	-
	\$ 1,135,738	\$ 37,071	\$ 85,001	\$ 1,087,808	\$ 80,343

Note 3. Distributions of Income

The ABC Board has made the following profit distributions:

	<u>Current Year</u>	<u>Total to Date</u>
Town of Weaverville	\$ 170,973	\$ 431,096

State law (G.S. 18B-805) requires that the minimum distribution set aside in (c)(1) and any profit remaining after deducting amounts required for law enforcement and alcohol education and retaining proper working capital, be paid quarterly to the appointing authority.

Note 4. Law Enforcement and Alcohol Education Expenses

The ABC Board is required by law to expend at least 5% of its profits for law enforcement and not less than 7% for alcohol education (alcohol education requirements follows local enabling act). Profits are defined by law for these calculations as change in net position before law enforcement and educational expenses, less the 3 ½% markup provided in G.S. 18B-804(b)(5) and the bottle charge provided for in G.S. 18B-804(b)(6b).

Profit before distributions	\$ 214,714
Less: 3 1/2% tax and bottle charge	<u>(94,020)</u>
Profit subject to expenses percentages	\$ 120,694
Law enforcement expenditures	\$ 6,035
-actual percentage of profit	5%
Provision for alcohol education and rehabilitation	\$ 8,449
-actual percentage of profit	7%

Note 5. Disbursement of Taxes Included in Selling Price

A state excise tax, at the rate of 30% on the retail (net sales) price is charged monthly on liquor sales (excluding wine sales). Transactions for this account for the year are summarized as follows:

Taxes payable 7/1/2018	\$ 59,009
Taxes collected during the year	720,116
Taxes remitted to Department of Revenue	<u>(719,373)</u>
Taxes payable 6/30/2019	<u>\$ 59,752</u>

The excise tax is computed in accordance with G.S. 18B-805(i).

The accrued North Carolina excise tax at June 30, 2019 was remitted to the North Carolina Department of Revenue in July, 2019.

A bottle charge of one cent on each bottle containing 50 milliliters or less and five cents on each bottle containing more than 50 milliliters is collected and distributed monthly to the county commissioners for alcoholic education and rehabilitation.

For the fiscal year, required payments to the County were based on the following bottle sales:

Regular Bottles 160,912 @ 5 cents	\$8,046
Mixed Beverage Bottles 6,917 @ 5 cents	346
Miniature Bottles 97,372 @ 1 cent	<u>974</u>
Total required payment for the year	<u>\$9,366</u>

A "mixed beverage tax" at the rate of \$20 per 4 liters is charged on the sale of liquor to be resold as mixed beverages. One-half of the mixed beverage tax is submitted monthly to the Department of Revenue. Five percent of the mixed beverage tax is submitted monthly to the Department of Human Resources.

The mixed beverage tax for the year was:

Department of Revenue (50%)	\$13,201
Department of Human Resources (5%)	1,320
Profit Retained (45%)	<u>11,881</u>
Total	<u>\$26,402</u>

Note 6. Surcharge Collected

The total amount of surcharge collected for the fiscal year was \$23,096. The current rate is \$1.40 per case July through October and decreased to \$1.15 per case November 1, 2018.

Note 7. Liquor Sales Tax

The total amount of sales tax collected by the ABC Board and remitted to the Department of Revenue for the fiscal year was \$219,964. The current sales tax rate is 7%.

Note 8. Working Capital

The ABC Board is required by the Alcoholic Beverage Control Commission rule [.0902] to set its working capital requirements at not less than two weeks average gross sales of the last fiscal year. (Gross sales are gross receipts from the sale of alcoholic beverages less distributions as defined in G.S. 18B-805(b)(2), (3), and (4)).

The board's position on this requirement is as follows:

Minimum Amount	\$	97,860
Maximum Amount	\$	636,088
Actual Amount	\$	549,286

The board has met the minimum amount of working capital.

Note 9. Risk Management

The ABC Board is exposed the various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The ABC Board has commercial property, general liability, auto liability, workmen's compensation and employee health coverage. The board also has liquor legal liability insurance.

There have been no significant reductions in insurance coverage from coverage in the prior year and settled claims have not exceeded coverage in any of the past three fiscal years.

In accordance with G.S. 18B-700(i), each board member and the employees designated as the general manager and finance officer are bonded in the amount of \$50,000 by a corporate surety.

Note 10. Litigation Matters

The ABC Board was named in a civil action filed on November 5, 2014 by a person that was injured on the sidewalk in front of the ABC store. In the lawsuit, the ABC Board is a co-defendant with the Northridge Commons Condominium Association and the Northridge Commons Shop D. The ABC Board was represented by a law firm appointed by their insurance carrier. The case was voluntary dismissed with prejudice on September 24, 2018.

Note 11. Date of Management's Review for Subsequent Events

Subsequent events have been evaluated through September 4, 2019, which is the date the financial statements were available to be issued.

Required Supplementary Information

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
ABC Board's Proportionate Share of Net Pension Liability (Asset)
Required Supplementary Information
Last Six Fiscal Years *

Local Government Employees' Retirement System

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
ABC Board's proportion of the net pension liability (asset) (%)	0.0029%	0.0027%	0.0024%	0.0021%	0.0010%	0.0008%
ABC Board's proportion of the net pension liability (asset) (\$)	68,084	40,788	51,359	\$ 9,602	\$ (5,839)	\$ 9,643
ABC Board's covered-employee payroll	\$ 171,361	\$ 148,411	\$ 137,887	\$ 136,074	\$ 81,853	\$ 58,101
ABC Board's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	39.73%	27.48%	37.25%	7.06%	(7.13%)	16.60%
Plan fiduciary net position as a percentage of the total pension liability**	91.63%	94.18%	91.47%	98.09%	102.64%	94.35%

* The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30.

** This will be the same percentage for all participant employers in the LGERS plan.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
ABC Board's Contributions
Required Supplementary Information
Last Six Fiscal Years

Local Government Employees' Retirement System

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 16,271	\$ 14,446	\$ 12,140	\$ 10,590	\$ 10,886	\$ 6,947
Contributions in relation to the contractually required contribution	16,271	14,446	12,140	10,590	10,886	6,947
Contribution deficiency (excess)	<u>\$ -</u>					
ABC Board's covered-employee payroll	\$ 187,458	\$ 171,361	\$ 148,411	\$ 137,887	\$ 136,074	\$ 81,853
Contributions as a percentage of covered-employee payroll	8.68%	8.43%	8.18%	7.68%	8.00%	8.49%

Supplementary Information

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedules of Store Expenses
For the years ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Building Repairs and Maintenance	\$ 19,558	\$ 19,490
Cash over/short	(39)	(183)
Equipment Repairs and Maintenance	845	1,381
Group Insurance	36,249	38,890
Insurance	10,541	8,744
Maintenance Agreement	6,460	6,116
Payroll	222,980	210,307
Payroll Taxes	18,713	16,884
Security	185	185
Supplies	9,489	7,824
Telephone	2,315	2,257
Utilities	7,293	7,500
Total Store Expenses	<u>\$ 334,589</u>	<u>\$ 319,395</u>

See independent auditor's report.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedules of Administrative Expenses
For the years ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Bank Charges	\$ 50,577	\$ 41,422
Board Member Expense	7,200	7,200
Dues and Subscriptions	1,940	2,077
Late Penalties	97	-
Office Supplies	1,848	1,621
Outside Services	31,008	24,762
Postage	808	749
Professional Services	15,775	12,725
Retirement Expense	23,618	18,094
Training	-	77
Travel	618	415
Website	655	-
Total Administrative Expenses	<u>\$ 134,144</u>	<u>\$ 109,142</u>

See independent auditor's report.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedule of Distributions of Profits
For the year ended June 30, 2019

<u>Distribution Type</u>	<u>Recipient</u>	<u>Amount</u>	<u>Date of Distribution</u>	<u>Restrictions on Use</u>
Law Enforcement	Town of Weaverville	\$ 558	10/30/2018	Alcohol law enforcement
	Town of Weaverville	\$ 2,179	1/18/2019	Alcohol law enforcement
	Town of Weaverville	549	6/30/2019	Alcohol law enforcement
	Town of Weaverville	2,749	Payable at 6/30/19	Alcohol law enforcement
Total		<u>\$ 6,035</u>		
Alcohol Education	Town of Weaverville	\$ 781	10/30/2018	Alcohol and rehab education
	Town of Weaverville	3,051	1/18/2019	Alcohol and rehab education
	Town of Weaverville	768	6/30/2019	Alcohol and rehab education
	Town of Weaverville	3,849	Payable at 6/30/19	Alcohol and rehab education
Total		<u>\$ 8,449</u>		
Municipality	Town of Weaverville	\$ 51,163	10/30/2018	None
	Town of Weaverville	\$ 83,585	1/18/2019	None
	Town of Weaverville	\$ 36,225	6/30/2019	None
Total		<u>\$ 170,973</u>		

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedule of Revenues and Expenditures - Budget and Actual
For the year ended June 30, 2018

	<u>2019 Original Budget</u>	<u>2019 Revised Budget</u>	<u>2019 Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:				
Operating Revenues:				
Liquor Sales – Regular	\$ -	\$ -	\$ 3,124,633	\$ -
Mixed Beverage Sales	-	-	153,274	-
Wine/Mixer Sales	-	-	10,481	-
Total	<u>3,039,477</u>	<u>3,285,284</u>	<u>3,288,388</u>	<u>3,104</u>
Non-Operating Revenues/(Expenses):				
Interest Income	-	-	1,196	1,196
Restitution Income	-	-	-	-
Total revenues	<u>3,039,477</u>	<u>3,285,284</u>	<u>3,289,584</u>	<u>4,300</u>
Expenditures:				
Taxes Based on Revenue:				
State Excise Tax	-	-	720,116	-
Mixed Beverage Tax (Revenue)	-	-	13,201	-
Mixed Beverage Tax (Human resources)	-	-	1,320	-
Rehabilitation Tax	-	-	9,399	-
Wine/Mixer Sales Tax	-	-	734	-
Total	<u>699,080</u>	<u>768,645</u>	<u>744,770</u>	<u>23,875</u>
Cost of Goods Sold	<u>1,610,923</u>	<u>1,684,996</u>	<u>1,737,311</u>	<u>(52,315)</u>
Operating Expenses:				
Salaries and benefits	341,031	317,689	293,507	24,182
Board member expense	7,200	7,200	7,200	-
Utilities	10,900	10,900	9,608	1,292
Repairs & maintenance	39,690	39,690	27,048	12,642
Office/store supplies	11,825	11,825	12,106	(281)
Insurance – general & bonds	10,447	10,447	10,541	(94)
Travel	800	800	618	182
Professional fees	49,200	49,200	48,723	477
Credit card fees	51,361	51,361	50,577	784
Contingencies	15,000	6,920	97	6,823
Total	<u>537,454</u>	<u>506,032</u>	<u>460,025</u>	<u>46,007</u>
Capital outlay:	<u>10,900</u>	<u>10,900</u>	<u>11,658</u>	<u>(758)</u>
Debt service:	<u>127,500</u>	<u>127,500</u>	<u>128,468</u>	<u>(968)</u>
Total expenditures	<u>2,985,857</u>	<u>3,098,073</u>	<u>3,082,232</u>	<u>15,841</u>
Distributions:				
Law enforcement	2,681	5,567	6,035	(468)
Alcohol education & rehab.	3,753	7,794	8,449	(655)
Municipal	46,186	172,850	170,973	1,877
Total	<u>52,620</u>	<u>186,211</u>	<u>185,457</u>	<u>754</u>
Total expenditures & distributions	<u>3,038,477</u>	<u>3,284,284</u>	<u>3,267,689</u>	<u>16,595</u>
Revenues over expenditures	<u>1,000</u>	<u>1,000</u>	<u>21,895</u>	<u>20,895</u>
Other financing (uses):				
Working capital retained (Unrestricted funds)	<u>(1,000)</u>	<u>(1,000)</u>	<u>(21,895)</u>	<u>(20,895)</u>
Revenues over expenditures and other financing (uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Depreciation			\$ (72,868)	
Capital expenditures			11,658	
Increase in compensated absences			(1,294)	
Pension expense			(7,414)	
Decrease in accrued interest payable			755	
Principal portion of debt payments			76,521	
Total			<u>7,358</u>	
Change in net position			<u>\$ 29,253</u>	

See independent auditor's report.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019

SUBJECT: Approval of US Cellular Tower Lease

PRESENTER: Town Attorney

ATTACHMENTS: Proposed Resolution
Aerial Image
Public Notice – Affidavit of Publication
Proposed Ground Lease
Email Showing Average Monthly Rates

DESCRIPTION/SUMMARY OF REQUEST:

For many years the Town has leased a small area (100' x 100') behind its Public Works Facility to US Cellular for a tower site. The current lease, which provides the Town with an annual income of \$16,413.00, or \$1,367.75 per month, is due to expire on December 31, 2021. US Cellular has requested the approval of the attached proposed ground lease that is to commence beginning on January 1, 2022. The term for this new lease is 5 years with an automatic renewal of an additional 5 year term. **The annual rent with the new lease is \$22,251.36, or \$1,854.28 per month, which is an annual increase of \$5,838.36. The attached email indicates that the average monthly rent for US Cellular ground leases in western North Carolina (based on 204 leases) is \$929 per month. The proposed lease amount is, therefore, double the average.** The Town Manager and Public Works Director do not believe that the continued leasing of this area will interfere with any Town operations or projects during the term of the lease and recommend the lease for approval.

Town Council declared its intent to enter into this proposed lease on August 19, 2019, and, in accordance with § 160A-272 of the North Carolina General Statutes a public notice to that effect was published in the Asheville Citizen-Times on August 28, 2019.

Town Council is now asked to approve the lease and authorize its execution with the adoption of the attached resolution.

COUNCIL ACTION REQUESTED:

If Town Council wishes to approve the attached lease and continue its leasing to US Cellular then it is asked to adopt the attached resolution.

TOWN OF WEAVERVILLE
RESOLUTION APPROVING GROUND LEASE FOR
US CELLULAR TOWER SITE

WHEREAS, North Carolina General Statute §160A-272 authorizes Town Council to enter into a lease for a period not to exceed 10 years if it determines that the property will not be needed by the Town for the term of the lease; and

WHEREAS, for many years the Town has leased a small area (100' x 100') behind its Public Works Facility to US Cellular for a tower site; and

WHEREAS, the current lease, which provides the Town with an annual income of \$16,413.00 is due to expire on December 31, 2021, and US Cellular has requested the approval of the attached proposed ground lease that is to commence beginning on January 1, 2022; and

WHEREAS, the term for this proposed new lease is 5 years with an automatic renewal of an additional 5 year term, and the annual rent with the proposed new lease is \$22,251.36, which is an annual increase of \$5,838.36; and

WHEREAS, the property to be leased will not be needed by the Town during the term of the proposed new lease;

WHEREAS, in accordance with North Carolina General Statute §160A-272, Town Council adopted a resolution on August 19, 2019, declaring its intent to authorize the attached lease to US Cellular and a public notice describing the property to be leased, stating the annual rent or lease payments, and announcing Town Council's intent to authorize the lease at its regular meeting on October 21, 2019, was published in the Asheville Citizen-Times on August 28, 2019;

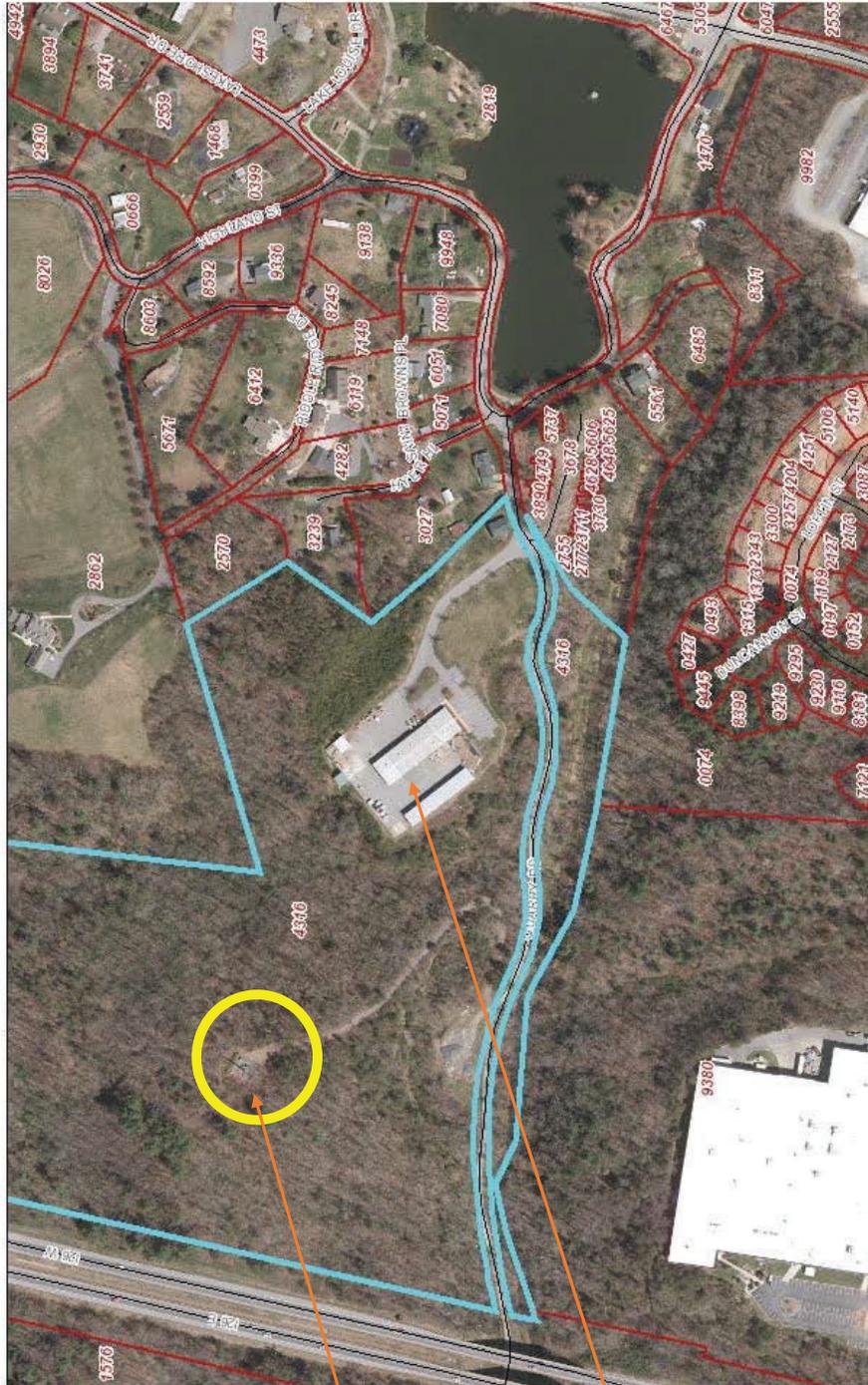
WHEREAS, on October 21, 2019, Town Council requested additional information to support the proposed new lease amount and that information has now been provided and is found to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, that, as allowed by North Carolina General Statute §160A-272, the attached Ground Lease is hereby approved and the Mayor is authorized to execute said lease, and any required memorandum of lease, on behalf of the Town of Weaverville.

ADOPTED this the 18th day of November, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk



US Cellular
Tower Area

Public Works

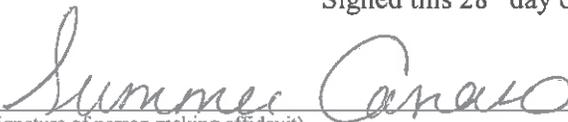
AFFIDAVIT OF PUBLICATION

BUNCOMBE COUNTY

SS.
NORTH CAROLINA

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by law to administer oaths, personally appeared **Summer Casiano**, who, being first duly sworn, deposes and says: that she is the **Legal Clerk of The Asheville Citizen-Times**, engaged in publication of a newspaper known as **The Asheville Citizen-Times**, published, issued, and entered as first class mail in the City of Asheville, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **The Asheville Citizen-Times** on the following date: August 28, 2019. And that the said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

Signed this 28th day of August 2019



(Signature of person making affidavit)

Sworn to and subscribed before me the 28th day of August, 2019.

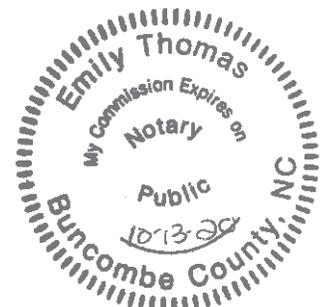


(Notary Public)

My Commission expires the 13th day of October, 2020

(828) 232-5830 | (828) 253-5092 FAX

14 O. HENRY AVE. | P.O. BOX 2090 | ASHEVILLE, NC 28802 | (800) 800-4204



GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between the Town of Weaverville, a North Carolina municipal corporation, having an address at Post Office Box 338, Weaverville, North Carolina 28787 hereinafter referred to as "Landlord," and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 15 Quarry Road located in the Township of Weaverville, County of Buncombe, State of North Carolina legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease, since the portion of the Landlord's Parcel defined as the Premises will not be needed by the Town during the term of the this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Premises.

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

2. Grant of Easements. Landlord hereby grants to Tenant an access and utility easement twenty-five (20) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and to the nearest suitable utility company-approved service connection points (the "Access and Utility Easement"); the land underlying the Access and Utility Easement is referred to herein as the "Easement Parcel," which Easement Parcel is further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easement granted herein shall include, but not be limited to,

- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel,
- b. The right to improve an access road within the Easement Parcel,
- c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Easement Parcel,
- d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcel, including the right to bring in and use all necessary tools and machinery, and

- e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Easement Parcel. The Leasehold Parcel and the Easement Parcel are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon January 1, 2022 (the "Commencement Date") and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for one (1) additional term of five (5) years ("Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or the Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of One Thousand Eight Hundred Fifty-Four and 28/100 dollars (\$1,854.28) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility

services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: 405355 Lake Louise
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.

12. Mutual Indemnification.

- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all

reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run

during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Intentionally deleted.
19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

- 22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord’s Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
- 23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord’s best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord’s Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
- 23. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
- 24. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Greater North Carolina, LLC
 Attention: Real Estate Lease Administration
 8410 West Bryn Mawr Avenue
 Chicago, Illinois 60631
 Phone: 1-866-573-4544

LANDLORD: Town of Weaverville
 Post Office Box 338

Weaverville, NC 2787
Phone: 828-645-7116

25. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
27. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
29. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
30. Modifications. This Lease may not be modified, except in writing signed by both parties.
31. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
32. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy . Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

33. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
34. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
35. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
36. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
37. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
38. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: TOWN OF WEAVERVILLE

TENANT: USCOC of GREATER NORTH CAROLINA, LLC

By: _____

By: _____

Printed: ALLAN P. ROOT

Printed: _____

Title: MAYOR

Title: Manager

Date: _____

Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ALLAN P. ROOT as Mayor of the TOWN OF WEAVERVILLE, NC, , known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager, for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

Exhibit A

Legal Descriptions

LANDLORD PARCEL

The land referred to herein below is situated in the County of Buncombe, City of Weaverville, State of North Carolina, and is described as follows:

First Piece: Beginning at a locust post in J. F. Pickens' line, the Northwest corner of what is known as the C. P. West tract, now owned by S. L. Teague, and runs with the Pickens line, North 86° West 120 poles to I. W. Gill's corner; thence with his line, South 4° West 21 poles to the middle of Reems Creek; thence with the middle of said Creek as follows: South 30° East 16 poles; South 3° East 60 poles; North 80° East 26 poles; North 85° East 40 poles; South 80° East 24 poles; South 70° East 22 poles to Southeast corner of the Pickens Heirs Tract, conveyed by them to J. C. Maney; thence continuing with the middle of said Creek, South 80° East 24 poles; South 65° East 8 poles to Roth's Southwest corner; thence with his line, North 50° East 16 poles to a stake on the South margin of a new street; thence With said street, North 65° East 8 poles to a stake; thence crossing said road, North 43° West 2 poles to L. L. Black's Southwest corner; thence with his lines, North 43° West 400 feet, North 34° East 140 feet; North 43° East 85 feet; East 56 feet; North 64° East 32 feet; North 33° East 105 feet to a stake on the South margin of a new street, the same being L. L. Black's Northeast corner; thence running with the West margin of said street, North 30° West 132 feet to a stake in S. L. Teague's line, known also as the C. P. West line; thence with said line, South 77° West 116 feet to a pine; thence continuing with said line, South 75° 15' West 623 feet to a stake and white oak pointer, the northwest corner of what is known as the J. B. Lotspeich tract and in the line of the Pickens' heirs tract; thence with the said line, North 2° 20' East 636 feet to the Beginning, containing 66 acres, more or less.

Second Piece: Being Lots 25, 26 and 27 of Block A of the Rutherford Hyatt and Reagan subdivision as recorded in Plat Book No. 2, page 151, of Book of Plats in the office of the Register of Deeds for Buncombe County, North Carolina, and more particularly described as follows:

Beginning on L. L. Black's Northeast corner on the Southern margin of a new street, and runs with margin of said street as follows: South 39° 20' East 158.7 feet, South 77° 30' East 266.5 feet to the Northwest corner of Frank Carter's lot; thence with his line, South 13° 45' East 177 feet to the common corner of Lots 10 and 11; thence South 88° 35' West 237.7 feet to a common corner of Lots 6 and 7; thence South 74° West 138 feet to a common corner of Lots 4 and 5, being also L. L. Black's corner; thence with his line, North 4° 30' West 396 feet to the Beginning, containing two acres, more or less.

Less and Except all that property conveyed to Herbert P and Genevieve Bradburn Meadows from the Town of Weaverville, in a deed dated February 17, 1975, recorded February 25, 1975, in Book 1115 Page 579.

Also Less and Except all that property conveyed to D. Michael Ward and mary C. Ward from Town of Weaverville, dated September 5, 2013, recorded September 17, 2013, in Book 5145 Page 875.

Parcel ID #9732-85-4316-00000

This being the same property conveyed to The Town of Weaverville, a municipal corporation from William R. Buckner and wife, Atlas Buckner and Stanley Buckner and wife, Melba R. Nanney Buckner, in a deed dated November 02, 1945 and recorded November 12, 1945, in Book 596 Page 139.

Property Commonly Known As: 0 Parcel ID: 9732-85-4316-00000, Weaverville, NC 28787
County of Buncombe

LEGAL DESCRIPTION OF 100' X 100' LEASEHOLD PARCEL

ALL THAT CERTAIN LEASE AREA, SITUATE, LYING AND BEING IN BUNCOMBE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 925 AT PAGE 597 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND, BEING A COMMON CORNER OF THE PARCELS DESCRIBED IN DEED BOOK 925 PAGE 597 AND DEED BOOK 5501 PAGE 1714, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,466.36', AND EASTING = 938,607.77'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 83°37'31" WEST A DISTANCE OF 401.53 FEET TO A POINT ON THE EASTERN CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,510.94', AND EASTING = 938,208.72'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 32°26'43" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 57°33'17" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 32°26'43" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 57°33'17" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA PARCEL CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AREA, SITUATE, LYING AND BEING IN BUNCOMBE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 925 AT PAGE 597 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

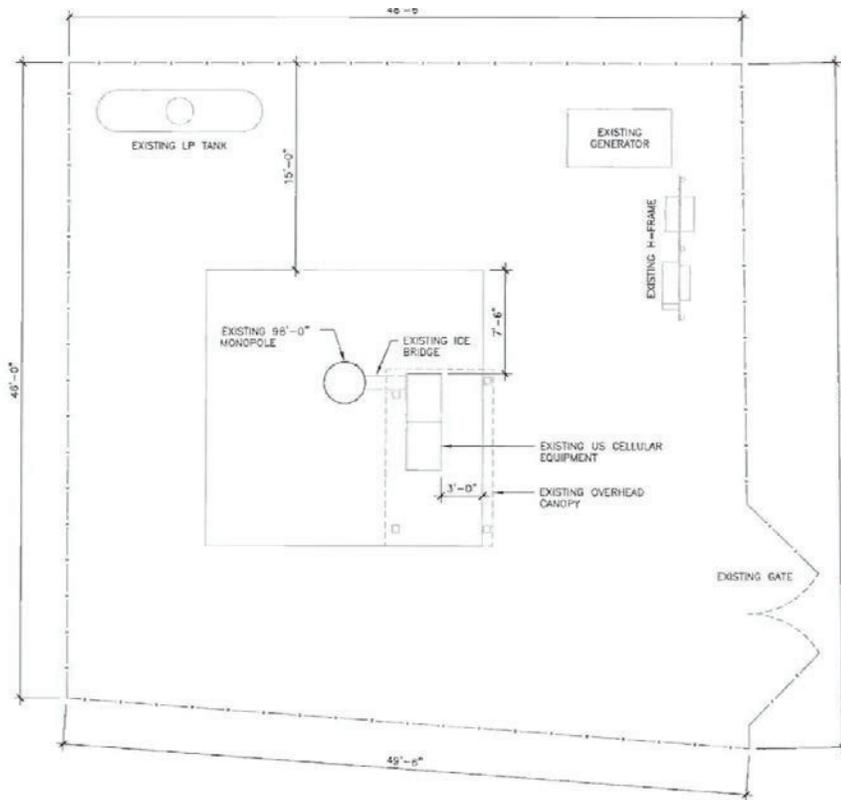
COMMENCING AT AN EXISTING IRON PIPE FOUND, BEING A COMMON CORNER OF THE PARCELS DESCRIBED IN DEED BOOK 925 PAGE 597 AND DEED BOOK 5501 PAGE 1714, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,466.36', AND EASTING = 938,607.77'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°28'35" WEST A DISTANCE OF 429.90 FEET TO A POINT ON THE NORTHERN CORNER OF THE HEREIN DESCRIBED 20' ACCESS AND UTILITY EASEMENT AND THE SOUTHEASTERN LIMITS OF THE AFORE DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 725,462.43'; AND EASTING = 938,177.88'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID LIMITS, SOUTH 23°09'49" EAST A DISTANCE OF 34.21 FEET TO A POINT; THENCE SOUTH 07°26'46" EAST A DISTANCE OF 61.34 FEET TO A POINT; THENCE SOUTH 16°51'23" EAST A DISTANCE OF 76.78 FEET TO A POINT; THENCE SOUTH 31°30'28" EAST A DISTANCE OF 114.05 FEET TO A POINT; THENCE SOUTH 48°16'32" EAST A DISTANCE OF 214.61 FEET TO A POINT; THENCE SOUTH 40°56'56" EAST A DISTANCE OF 63.56 FEET TO A POINT; THENCE SOUTH 27°07'15" EAST A

DISTANCE OF 38.94 FEET TO A POINT; THENCE SOUTH 07°27'10" WEST A DISTANCE OF 39.32 FEET TO A POINT; THENCE SOUTH 52°27'02" WEST A DISTANCE OF 34.17 FEET TO A POINT; THENCE SOUTH 80°36'21" WEST A DISTANCE OF 39.17 FEET TO A POINT; THENCE NORTH 88°24'22" WEST A DISTANCE OF 43.57 FEET TO A POINT; THENCE NORTH 69°04'12" WEST A DISTANCE OF 106.89 FEET TO A POINT; THENCE SOUTH 59°52'49" WEST A DISTANCE OF 16.99 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF QUARRY ROAD; THENCE, WITH SAID RIGHT OF WAY, NORTH 64°23'33" WEST A DISTANCE OF 4.15 FEET TO A POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, NORTH 70°04'10" WEST A DISTANCE OF 21.61 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, NORTH 59°52'49" EAST A DISTANCE OF 42.76 FEET TO A POINT; THENCE SOUTH 69°04'12" EAST A DISTANCE OF 113.04 FEET TO A POINT; THENCE SOUTH 88°24'22" EAST A DISTANCE OF 38.24 FEET TO A POINT; THENCE NORTH 80°36'21" EAST A DISTANCE OF 32.23 FEET TO A POINT; THENCE NORTH 52°27'02" EAST A DISTANCE OF 20.87 FEET TO A POINT; THENCE NORTH 07°27'10" EAST A DISTANCE OF 24.81 FEET TO A POINT; THENCE NORTH 27°07'15" WEST A DISTANCE OF 30.29 FEET TO A POINT; THENCE NORTH 40°56'56" WEST A DISTANCE OF 59.85 FEET TO A POINT; THENCE NORTH 48°16'52" WEST A DISTANCE OF 216.28 FEET TO A POINT; THENCE NORTH 31°30'28" WEST A DISTANCE OF 119.57 FEET TO A POINT; THENCE NORTH 16°51'23" WEST A DISTANCE OF 81.00 FEET TO A POINT; THENCE NORTH 07°26'46" WEST A DISTANCE OF 60.23 FEET TO A POINT; THENCE NORTH 23°09'49" WEST A DISTANCE OF 17.75 FEET TO A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF THE AFORE DESCRIBED 100' X 100' LEASE AREA; THENCE, WITH SAID LIMITS, NORTH 32°26'43" EAST A DISTANCE OF 24.24 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA PARCEL CONTAINING 93,227 SQUARE FEET OR 2.14 ACRES MORE OR LESS.

Exhibit B

Site Plan



1 ENLARGED SITE PLAN
SCALE: 1/8"=1'-0"



Jennifer Jackson

From: preinhardt wirelessgroupconsultants.com <preinhardt@wirelessgroupconsultants.com>
Sent: Tuesday, November 12, 2019 1:14 PM
To: Jennifer Jackson
Subject: Re: US Cellular Site

Hi Jennifer!

The dollar amounts are monthly. Please let me know if you need more information.

Get [Outlook for iOS](#)

From: preinhardt wirelessgroupconsultants.com <preinhardt@wirelessgroupconsultants.com>
Sent: Tuesday, November 12, 2019 11:08:37 AM
To: Jennifer Jackson <jjackson@weavervillenc.org>
Subject: Re: US Cellular Site

Jennifer.

Please see below from the USC PM. Please call me with any questions.

Here are the average ground rents based on the market. These are for ground space leases only. The number on the far left is our site count that falls into this particular category.

East NC:

Ground	\$1,047	265
--------	---------	-----

West NC and East TN:

Ground	\$929	204
--------	-------	-----

Paul Reinhardt
769 Hamilton Circle SE
Atlanta, GA 30312

Mobile: (678) 446-6491
Fax: (888) 725-4299

preinhardt@wirelessgroupconsultants.com



From: Jennifer Jackson <jjackson@weavervillenc.org>
Date: Tuesday, November 12, 2019 at 8:51 AM

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, November 18, 2019
Subject: 108 Church Street Major Subdivision Final Plat
Presenter: Planning Director
Attachments: Recommendation of the Planning and Zoning Board; Planning and Zoning Board Minutes from August 6, 2019; 108 Church Street Major Subdivision Final Plat

Description:

On Tuesday, August 6, 2019 the Planning and Zoning Board reviewed the preliminary plat for a major subdivision of land at 108 Church Street as required by ordinance and passed along a unanimous recommendation that said plat be approved by Town Council. During the same meeting the Planning and Zoning Board also offered a positive recommendation on the final plat for the same subdivision as it was found that due to all infrastructure being in place, nothing would change between the preliminary and final versions of the plat.

Action Requested:

Staff is requesting the approval of the aforementioned major subdivision and has found in conjunction with the Planning and Zoning Board that the proposed subdivision has been crafted in accordance with the ordinances of the Town. The following motion is suggested:

I make a motion that we approve the attached final plat for the project located at 108 Church Street.



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, August 6, 2019 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached major subdivision preliminary plat for the property commonly known as 108 Church Street.

It has been found that the proposed major subdivision would not conflict with the Town's Comprehensive Plan or Subdivision and Zoning Ordinances. The Planning and Zoning Board considers approval both reasonable and in the public interest.

Doug Theroux _____

**Doug Theroux
Chairman, Planning and Zoning Board**

Town of Weaverville
Planning and Zoning Board
Minutes – Tuesday, August 6, 2019

The Planning and Zoning Board of the Town of Weaverville met for a regularly scheduled monthly meeting at 6:00pm on Tuesday, July 2, 2019 within the Council Chambers at Town Hall.

Present: Chairman Doug Theroux, Vice Chairman Gary Burge, Board Members Peter Stanz and Steve Warren, Town Manager Selena Coffey, Town Attorney Jennifer Jackson and Planning Director James Eller. Board Member Catherine Cordell and Alternate Members John Chase and Tom Balestrieri were absent.

1. Call to Order.

Chairman Doug Theroux called the meeting to order at 6:00 pm.

2. Approval of the Agenda.

Mr. Warren motioned to approve the agenda as presented. Mr. Burge seconded and all voted unanimously.

3. Approval of the Minutes from the June 4 and July 2, 2019 Meetings of the Board.

Mr. Theroux noted two grammatical errors to correct. Mr. Stanz motioned to approve the minutes as amended. Mr. Burge seconded and all voted unanimously.

4. Discussion Related to a Major Subdivision Application and Preliminary Plat for the Property Commonly Known as 108 Church Street.

Mr. Eller presented to the Board the application and preliminary plan for a major subdivision to be located at 108 Church Street. Said application and plat called for the creation of five lots for single family residences from the underlying 2.8 acres. Mr. Eller noted that the lots to be created were each compliant with the underlying R-1 zoning district and that the application and plans had been reviewed and no deficiencies were found by the Fire and Public Works Department. Mr. Eller noted that the setbacks had not been shown on the plat as required but assured the Board that he would secure this correction from the surveyor who prepared the plat.

Mr. Eller also noted that very little would change between the preliminary and final versions of the plat due to all infrastructure (road, sewer, water) being present. It became the consensus of the Board that the final plat could be approved without further review once the existing structures are demolished as per the notes on the plat so as to not create setback issues with said structures.

5. Consideration of a Motion Establishing a Recommendation to Town Council on the Aforementioned Major Subdivision Application and Preliminary Plat.

Mr. Burge motioned to offer a favorable motion to Town Council on the Preliminary plat provided the setbacks be shown within the lots and that the final plat may be approved following the demolition of the present structures as called for on the plat due to all infrastructure being present. Mr. Warren seconded and all voted unanimously.

6. Presentation of the Adopted 2019 Comprehensive Land Use Plan and Priorities set by Town Council.

Mr. Eller noted the goals from the recently adopted comprehensive land use plan which had been given the highest priority by Town Council and suggested that material related to high density residential and mixed use developments would be before the Board for their consideration at during the September meeting.

7. Any Other Business to Come Before the Board.

Mayor Root addressed the Board and Chairman Theroux who’s term was set to expire at the conclusion of this meeting. Mayor Root noted several of Chairman Theroux’s accomplishments and contributions and presented to Chairman Theroux an engraved gavel reflective of his ten years of service to the Town on the Planning and Zoning Board.

Vice Mayor Jackson and Council Members Fitzsimmons, McKenna, Nagle and Sherrill also offered words of appreciation to Chairman Theroux either at this time or just prior to the meeting coming to order.

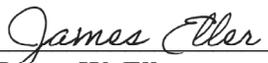
8. Adjournment.

Mr. Warren motioned to adjourn. Mr. Stanz seconded and all voted unanimously.



Gary Burge, Chairman
Planning and Zoning Board

ATTEST:

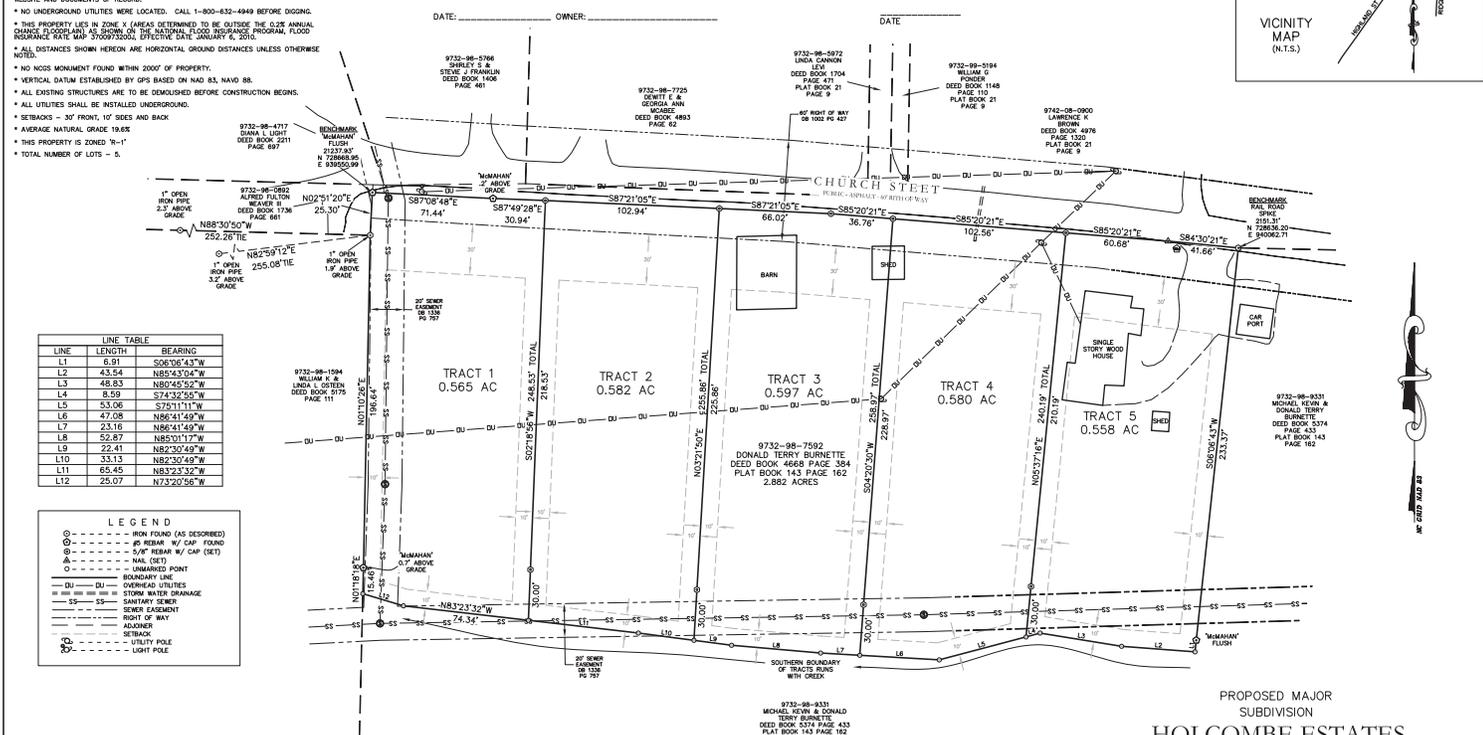
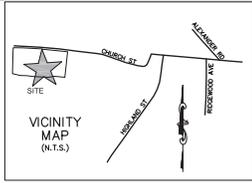


James W. Eller
Planning Director / Deputy Town Clerk

- NOTES**
- * THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
 - * THIS PROPERTY MAY BE SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.
 - * THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
 - * ADDITIONAL PROPERTY OWNER INFORMATION OBTAINED FROM THE BUNCOMBE COUNTY GIS WEBSITE AND DOCUMENTS OF RECORD.
 - * NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-833-4949 BEFORE DIGGING.
 - * THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD RISK REDUCTION MAP 5700022002L, EFFECTIVE DATE: JANUARY 6, 2010.
 - * ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - * NO MONUMENT FOUND WITHIN 2000' OF PROPERTY.
 - * VERTICAL DATUM ESTABLISHED BY GPS BASED ON NAD 83, NAVD 88.
 - * ALL EXISTING STRUCTURES ARE TO BE DEMOLISHED BEFORE CONSTRUCTION BEGINS.
 - * ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
 - * SETBACKS - 30' FRONT, 10' SIDES AND BACK.
 - * AVERAGE NATURAL GRADE 19.82'
 - * THIS PROPERTY IS ZONED R-1
 - * TOTAL NUMBER OF LOTS - 5.

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT. ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS SHOWN ON THE PLAN TO PUBLIC OR PRIVATE USE AS NOTED ON THE PLAN, SUBJECT TO OFFICIAL ACCEPTANCE BY THE TOWN OF WEAVERVILLE.

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATION OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND THAT THIS PLAN HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.



LINE	LENGTH	BEARING
L1	0.91	S06°08'43"W
L2	43.54	N85°43'04"W
L3	48.83	N80°45'52"W
L4	8.59	S74°32'25"W
L5	53.06	S78°11'11"W
L6	47.08	N86°41'49"W
L7	23.16	N88°41'49"W
L8	52.87	N85°01'17"W
L9	22.41	N82°30'49"W
L10	33.13	N82°30'49"W
L11	69.45	N82°33'32"W
L12	25.07	N73°20'56"W

- LEGEND**
- - IRON FOUND (AS DESCRIBED)
 - - IRON NAIL W/ CAP FOUND
 - - 5/8" IRON NAIL W/ CAP (DET)
 - - NAIL (DET)
 - - UNMARKED POINT
 - BOUNDARY LINE
 - OVERHEAD UTILITIES
 - STORM WATER DRAINAGE
 - SEWER EASEMENT
 - RIGHT OF WAY
 - ADDONER
 - - SERVICE
 - - UTILITY POLE
 - - LIGHT POLE

I, JOSEPH KANE, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 4668, PAGE 384) USING TRADITIONAL FIELD PROCEDURES; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES AS DRAWN FROM INFORMATION FOUND IN AN UNRECORDED SURVEY REFERENCED ON PLAT; THAT THE RATIO OF PRECISION AS CALCULATED [(21 NCAC 56.160(3)) IS 1:10,000 OR BETTER (CLASS A); THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; FURTHERMORE, STATE PLANE COORDINATES FOR THIS SURVEY WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY, AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 0.03'(2-SIGMA)
 TYPE OF GPS FIELD PROCEDURE: STATIC (POST-PROCESSED USING OPUS-RS)
 DATE OF GNSS FIELD SURVEY: 07/8/2015
 HORIZONTAL DATUM/EPOCH: NAD 83(2011) (EPOCH: 2010.0000)
 GEOID MODEL: GEOID12A
 LOCALIZATION POINT: NORTING: 728450.327' EASTING: 93953.181'
 COMBINED GRID FACTOR: 0.9998074
 UNITS: U.S. SURVEY FEET

I HEREBY ALSO CERTIFY THAT THIS PLAN IS OF THE FOLLOWING TYPE:
 G.S. 47-30 (c)(1)(c): SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY THAT HAS AN ORDINANCE WHICH REGULATES PARCELS OF LAND
 WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL
 THIS DAY _____

N.C. PROFESSIONAL LAND SURVEYOR L-5106



STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE
 I, _____ REVIEW OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THIS MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

PROPOSED MAJOR SUBDIVISION
HOLCOMBE ESTATES

CURRENT OWNER:
 DONALD TERRY BURNETTE
 PIN: 9732-98-7592
 DEED BOOK 4668 PAGE 384
 PLAT BOOK 143 PAGE 162

ADDRESS: 108 CHRUCH ST
 ZONED R-1
 TOWN OF WEAVERVILLE
 BUNCOMBE COUNTY, NORTH CAROLINA

SCALE: 1" = 40' 11/8/2019
 JOSEPH KANE, P.L.S.
 JOB# 19156
 COMPANY LICENSE # C-2806
 ED HOLMES AND ASSOCIATES LAND SURVEYORS, PA
 300 RIDGEFIELD CT., STE. 301, 28806
 P.O. BOX 17335, ASHEVILLE, NC 28816
 PHONE: (628) 225-6562



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2019
SUBJECT: Town Council Meeting Schedule for 2020
PRESENTER: Mayor
ATTACHMENTS: Proposed 2020 Town Council Meeting Schedule

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor would like to share some ideas that he has concerning Town Council's meeting schedule for the upcoming year and get input from Town Council on some proposed changes. A draft schedule is attached. The highlighted items need specific discussion as those dates and/or locations may not work due to the Memorial Day holiday on May 25, 2020, and early voting in the Community Room in October and early November.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction.

2020 WEAVERVILLE TOWN COUNCIL MEETING SCHEDULE

Agendas/agenda packets are posted on Town website [www.weaverville.org] prior to meetings.

Date, Time, Location, and Topics are subject to change as allowed by North Carolina law.

Meetings are held in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC, unless otherwise noted.

DATE	TIME	TYPE OF MEETING
January 14, 2020, Tuesday	6:00 pm	Regular Workshop
January 27, 2020, Monday	7:00 pm	Regular Meeting
February 11, 2020, Tuesday	6:00 pm	Regular Workshop
February 24, 2020, Monday	7:00 pm	Regular Meeting
March 10, 2020, Tuesday	6:00 pm	Regular Workshop – Joint Meeting with P&Z Board
March 23, 2020, Monday	7:00 pm	Regular Meeting
April 14, 2020, Tuesday	6:00 pm	Regular Workshop – Budget
April 27, 2020, Monday	7:00 pm	Regular Meeting
May 12, 2020, Tuesday	6:00 pm	Regular Workshop – Budget
May 25, 2020, Monday	7:00 pm	Regular Meeting
June 9, 2020, Tuesday	6:00 pm	Regular Workshop – Budget
June 22, 2020, Monday	7:00 pm	Regular Meeting
July 14, 2020, Tuesday	6:00 pm	Regular Workshop – Joint Meeting with P&Z Board
July 27, 2020, Monday	7:00 pm	Regular Meeting
August 11, 2020, Tuesday	6:00 pm	Regular Workshop
August 24, 2020, Monday	7:00 pm	Regular Meeting
September 8, 2020, Tuesday	6:00 pm	Regular Workshop
September 28, 2020, Monday	7:00 pm	Regular Meeting
October 13, 2020, Tuesday	6:00 pm	Regular Workshop
October 26, 2020, Monday	7:00 pm	Regular Meeting
November 10, 2020, Tuesday	6:00 pm	Regular Workshop – Joint Meeting with P&Z Board
November 23, 2020, Monday	7:00 pm	Regular Meeting
December 8, 2020, Tuesday	6:00 pm	Regular Workshop
December 28, 2020, Monday	7:00 pm	Regular Meeting

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 18, 2019
Subject: Quarterly Report-Fire Department
Presenter: Fire Chief
Attachments: Quarterly Report

Description:

Attached please find the quarterly report for the department

Council Action Requested:

No action needed.

Weaverville Fire Department Quarterly Report

August 1, 2019 – October 31, 2019

Total Calls For The Quarter -		505
Call Breakdown by Category –		
Fire		17
Overpressure, Rupture, Explosion, Overheat		1
Emergency Medical		294
Hazardous Condition		14
Service Calls		85
Good Intent Calls		70
False Alarms		21
Severe Weather		3
Average response Time for all Calls- 6:24		
<p>Responded to 78.45% of all calls within the 8 minute industry standard. <i>The calls that make up the remaining percentage were mutual aid to neighboring departments or calls where we would be requested to stage away until law enforcement determined the scene was safe to enter. This number will also be impacted by calls for routine assistance which are calls identified within the Service Calls and Good Intent Calls categories.</i></p>		
Number of Overlapping Calls - 105		Percent of Overlapping Calls - 21.3%
Number of Calls Within Town Limits - 247		Number of Calls In NB District - 258
Automatic Aid Given – 24		Automatic Aid Received – 4
Total Fire Loss - \$127,860		Pre-incident Value - \$571,200
Percentage of Fire Loss - 22%		



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. August, September and October 2019

SafeKids. Child Car Seat Installation.

August = 9 installations.

September = 13 installations

October = 7 installations.

Fire Prevention and Education Classes.

September 21st . Walmart Super Center. Child Car seat Check Event. To promote proper installation of new and existing car seats. 20 checks and installations.

October 7th . Weaverville Primary School. Fire Prevention and Safety. Working with Jupiter Fire Department. All Kindergarten classes. 150 kids.

October 10th . Bike Night at Rodney's Auto. Pink Patch Project. 100 people.

October 11th . Child Care Network. Woodfin. Fire Prevention and Safety. 40 kids.

October 12th . Summit Hill Climb. Pink Patch Project. 30 people.

October 12th . Lowes Home Improvement. Fire Prevention and Safety. Smoke Detector Education. 40 kids.

October 12th . Eluvium Brewery. Pink Patch Project. 40 people.

October 14th . Weaverville Primary School. Fire Prevention and Safety. Working with Jupiter Fire Department. All 1st grade classes. 120 kids.

October 24th . Fall Walk. Weaverville Primary School. Fire Pup hands out candy to the kids. 270 kids.

October 25th . North Buncombe High School. Football Game. Pink Patch Project.

October 26th . Operation Medicine Drop Along with Weaverville Police Department.

October 30th . Fire and Life Safety Educator Day. Reynolds Mountain Christian Academy. 22 kids.

Commercial Business Inspections.

August = 18 inspections.

September = 34 inspections.

October = 32 inspections.

Kile R. Davis

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, November 18, 2019
Subject: Police Department Report for the Third Quarter of 2019
Presenter: Chief of Police Ron Davis
Attachments: Police Department Reports – Q3 2019

Description:
Attached you will find a report for police activities, crime reports, National Incident Based Reporting System (NIBRS), and response times.

Action Requested: None

WPD

Quarterly Report August-October 2019

- **Activity**- There were 3,342 calls for service/activities last quarter (minus business & residential checks) vs. 3,028 when compared to the same quarter last year, reflecting a 10.3% increase.
- **Arrests**- There were 74 arrests last quarter vs. 68 arrests when compared to the same quarter last year, reflecting a 8.8% increase.
- **Accidents**- There were 84 vehicle collisions with 13 injuries vs. 68 collisions with 10 injuries when compared to the same period last year, reflecting a 23.5% increase.

Incidents

Violent Crimes - 08/01/2019 through 10/31/2019

- x

Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
09A - Murder and Non-negligent Manslaughter	0	0	0	0.00%	▬▬
11A - Rape	0	0	0	0.00%	▬▬
120 - Robbery	0	0	0	0.00%	▬▬
13A - Aggravated Assault	0	0	0	0.00%	▬▬
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	0	0	0	0.00%	▬▬

Property Crimes - 08/01/2019 through 10/31/2019

- x

Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
120 - Robbery	0	0	0	0.00%	==
200 - Arson	0	0	0	0.00%	==
210 - Extortion/Blackmail	0	0	0	0.00%	==
220 - Burglary/Breaking & Entering	0	0	0	0.00%	==
23A - Pocket-Picking	0	0	0	0.00%	==
23B - Purse-Snatching	0	0	0	0.00%	==

23C - Shoplifting	18	7	-11	-61.11%	
23D - Theft From Building	4	2	-2	-50.00%	
23E - Theft From Coin-Operated Machine or Device	0	0	0	0.00%	
23F - Theft From Motor Vehicle	1	0	-1	-100.00%	
23G - Theft of Motor Vehicle Parts or Accessories	1	0	-1	-100.00%	
23H - All Other Larceny	16	33	17	106.25%	
240 - Motor Vehicle Theft	1	3	2	200.00%	
250 - Counterfeiting/Forgery	5	2	-3	-60.00%	
26A - False Pretenses/Swindle/Confidence Game	4	6	2	50.00%	
26B - Credit Card/Automatic Teller Machine Fraud	0	2	2	200.00%	
26C - Impersonation	0	0	0	0.00%	
26D - Welfare Fraud	0	0	0	0.00%	
26E - Wire Fraud	0	1	1	100.00%	
26F - Identity Theft	1	2	1	100.00%	
26G - Hacking/Computer Invasion	0	1	1	100.00%	
270 - Embezzlement	0	1	1	100.00%	
280 - Stolen Property Offenses	1	1	0	0.00%	
290 - Destruction/Damage/Vandalism of Property	6	6	0	0.00%	
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	58	67	9	15.52%	

Person Crimes - 08/01/2019 through 10/31/2019

- x

Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
09A - Murder and Non-negligent Manslaughter	0	0	0	0.00%	≡
09B - Negligent Manslaughter	0	0	0	0.00%	≡
09C - Justifiable Homicide	0	0	0	0.00%	≡
100 - Kidnapping/Abduction	0	0	0	0.00%	≡
11A - Rape	0	0	0	0.00%	≡
11B - Sodomy	0	0	0	0.00%	≡
11C - Sexual Assault with an Object	0	0	0	0.00%	≡
11D - Fondling	0	1	1	100.00%	↑
13A - Aggravated Assault	0	0	0	0.00%	≡
13B - Simple Assault	6	6	0	0.00%	≡
13C - Intimidation	0	0	0	0.00%	≡
36A - Incest	0	0	0	0.00%	≡
64A - Human Trafficking - Commercial Sex Acts	0	0	0	0.00%	≡
64B - Human Trafficking - Involuntary Servitude	0	0	0	0.00%	≡
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	6	7	1	16.67%	↑



Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
35A - Drug/Narcotic Violations	55	43	-12	-21.82%	↓
35B - Drug Equipment Violations	24	23	-1	-4.17%	↓
370 - Pornography/Obscene Material	0	0	0	0.00%	≡
39A - Betting/Wagering	0	0	0	0.00%	≡
39B - Operating/Promoting/Assisting Gambling	0	0	0	0.00%	≡
39C - Gambling Equipment Violations	0	0	0	0.00%	≡
39D - Sports Tampering	0	0	0	0.00%	≡
40A - Prostitution	0	0	0	0.00%	≡
40B - Assisting or Promoting Prostitution	0	0	0	0.00%	≡
40C - Purchasing Prostitution	0	0	0	0.00%	≡
520 - Weapon Law Violations	2	2	0	0.00%	≡
720 - Animal Cruelty	0	0	0	0.00%	≡
90B - Curfew/Loitering/Vagrancy Violations	0	0	0	0.00%	≡
90C - Disorderly Conduct	3	3	0	0.00%	≡
90D - Driving Under the Influence	1	3	2	200.00%	↑
90E - Drunkenness	0	2	2	200.00%	↑
90F - Family Offenses, Nonviolent	1	0	-1	-100.00%	↓
90G - Liquor Law Violations	2	0	-2	-100.00%	↓
90H - Peeping Tom	1	0	-1	-100.00%	↓
90J - Trespass of Real Property	8	12	4	50.00%	↑
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	97	88	-9	-9.28%	↓

Response Times August-October 2019

- *High priority*- average **4.21** Aug-Oct 2019 vs. **3.50** Aug-Oct 2018.
- *Average priority*-average **4.23** Aug-Oct 2019 vs. **3.42** Aug-Oct 2018.
- *Low priority*- average **3.51** Aug-Oct 2019 vs. **2.99** Aug-Oct 2018.

- *High Priority* Calls- Response to the scene is **urgent** (i.e. in progress, weapon calls etc.)
- *Average Priority* Calls- Response to the scene is necessary but **not urgent**.
- *Low priority* Calls- Action on this type of call is sometimes handled on the phone (i.e. someone just needs to speak to an officer) thus the there is a shorter response time.